



# HILLSBOROUGH COUNTY AVIATION AUTHORITY

PART 1 CONTRACT FOR DESIGN-BUILD SERVICES

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

MANHATTAN CONSTRUCTION COMPANY

PROJECT NO. 7215 24

REPLACE PARKING REVENUE CONTROL SYSTEM  
(PARCS) EQUIPMENT

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DATED: JUNE 6, 2024

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ATTACHMENT 1 – FEE AND SCOPE PROPOSAL

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## **PART 1 CONTRACT**

This Part 1 Contract (Contract) for Design-Build Services is made and entered into this 6<sup>th</sup> day of June, 2024 by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida (Owner) and Manhattan Construction Company, an Oklahoma corporation, authorized to do business in the State of Florida (Design-Builder).

The architectural/engineering services described in Article 1 will be provided contractually through the Design-Builder by the following person or entity who is lawfully licensed to practice architecture/engineering:

C&S Engineers, Inc.

Normal civil, structural, environmental, geotechnical, mechanical and electrical engineering services will be provided contractually through the Design-Builder as indicated below by the following firms:

Lumin Advisors  
Voltair, Inc.  
Gulf Atlantic Engineers, P.A.

The Owner and the Design-Builder agree as set forth below:

### **ARTICLE 1 PROJECT**

The Project is described as follows:

“Replace Parking Revenue Control System (PARCS) Equipment, Authority Project No. 7215 24” (Project).

The construction of the Project is the work (Work).

### **ARTICLE 2 CONTRACT ADMINISTRATION**

This Contract will be administered by the Owner’s Chief Executive Officer, Vice President of Planning and Development, or assigned designee.

### **ARTICLE 3 DESIGN-BUILDER**

3.0 The Design-Builder is responsible for the preparation of conceptual, schematic, design development, construction budget, and schedule documents comprising of the Services required to accomplish the preparation and submission of the Design-Builder’s

Guaranteed Maximum Price (GMP) Proposal. The Design-Builder is also responsible for the preparation and submission of any modifications to the GMP Proposal prior to and following execution of the Part 2 Contract in order to accomplish the Work as defined in the Part 2 Contract.

3.1 The Services that the Design-Builder will provide to the Owner under this Contract will be in accordance with Section 287.055, Florida Statutes, and will be in general accordance with the Owner’s Request for Qualifications dated November 8, 2023, entitled “Request for Qualifications for Replace Parking Revenue Control System (PARCS) Equipment at Tampa International Airport,” which is incorporated by reference herein, the Design-Builder’s fee and scope proposal dated May 3, 2024, entitled “PARCS Equipment Replacement Scope of Work Authority Project No. 7215 24,” which is attached hereto as Attachment 1 and incorporated herein by reference, all work orders, and all things necessary to design and support the Project (collectively Services). In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:

3.1.1 This Contract

3.1.2 Individual work order and the Design-Builder’s associated Fee and Scope Proposal

3.1.3 The Owner’s Request for Qualifications

3.1.4 Relevant portions of the Design-Builder’s response to Request for Qualifications

3.2 All design services provided by or through the Design-Builder pursuant to this Contract must be performed by qualified design professionals (Designers). The Design-Builder designates Carl Giovenco, whose business address is 5405 Cypress Center Drive, Suite 200, Tampa, Florida 33609, to serve as the Project Director. The Project Director will be authorized and responsible to act on behalf of the Design-Builder with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under this Contract. The Design-Builder designates J. Michael Miller, whose title is Vice President, and whose business address is 5405 Cypress Center Drive, Suite 200, Tampa, Florida 33609, to have full authority to bind and obligate the Design-Builder on all matters arising out of or relating to this Contract. The Design-Builder agrees that the Project Director will devote whatever time is required to satisfactorily manage the Services. Any replacement of the Project Director will be subject to the prior approval and acceptance of the Owner, which shall not be unreasonably withheld.

3.3 The contracts between the Design-Builder and the Designers, subconsultants, subcontractors or suppliers, and any subsequent modifications thereto, must be in writing. These contracts, including financial arrangements with respect to this Project, must be promptly and fully disclosed to the Owner upon request and must have met all requirements for openness and a non-restrictive solicitation process. Though the contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder, it is expressly acknowledged and agreed by the Design-Builder that the Owner will be identified as an intended third-party beneficiary of the contracts between the Design-Builder and the Designers, subconsultants, subcontractors and suppliers.

- 3.4 The Design-Builder will visit the Project site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Project, schedule, and budget.
- 3.5 The Design-Builder will provide a preliminary evaluation of the Project and Project budget requirements, each in terms of the other. The Design-Builder will submit to the Owner, for the Owner's approval, the Design-Builder's plan for construction cost estimating for use in estimating costs at 30%, 60%, 90% and development of GMP Proposal. Construction budgets and cost estimates must be prepared by qualified professionals, cost estimators or contractors under the authority of the Design-Builder.
- 3.6 The Design-Builder will be responsible to the Owner for acts and omissions of the Design-Builder's officers, employees, agents, volunteers, Designers, subconsultants, subcontractors, suppliers, invitees, or any other person, directly or indirectly, employed or utilized by the Design-Builder, including the Designers and others performing any portion of the Design-Builder's obligations under this Contract. Nothing herein shall waive or relieve any other individuals or entities who may have liability to the Owner.
- 3.7 Prior to the Design-Builder's termination of the services of any Designer, subconsultant, subcontractor or supplier designated in this Contract, the Design-Builder will identify to the Owner in writing another Designer, subconsultant, subcontractor or supplier, with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the Designer, subconsultant, subcontractor or supplier whose services are being terminated.
- 3.8 The Design-Builder agrees, within seven days of receipt of a written request from the Owner, to promptly remove and replace the Project Director, or any other personnel employed or retained by the Design-Builder, or any Designer, subconsultant, subcontractor or supplier or any personnel of any such Designer, subconsultant, subcontractor or supplier engaged by the Design-Builder to provide and perform Services or Work pursuant to the requirements of this Contract, whom the Owner will request in writing to be removed, which request may be made by the Owner with or without cause.
- 3.9 The Design-Builder will be solely responsible for the technical completeness and accuracy of all Services performed under this Contract.
- 3.10 The Design-Builder will comply fully with all applicable federal, state, county, municipal, and other governmental laws including, but not limited to, executive orders, wage, hour and labor, equal employment opportunity, disadvantaged business enterprises, pollution control, and environmental regulations, applicable national and local codes, Florida Department of Transportation (FDOT) Policies, Guidelines, Standards, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Green Book), Manual on Uniform Traffic Control Devices and requirements, FAA Advisory Circulars, TSA Security Directives, local ordinances, zoning and permitting

requirements, public notice requirements, and other similar requirements, and Owner's Rules and Regulations, Policies, Standard Procedures and Operating Directives (Laws). Any projects with FDOT funding require the Design-Builder to comply with all applicable provisions of the FDOT Public Transportation Grant Agreement. Any projects with Federal funding require the Design-Builder to comply with all applicable provisions of the Federal Grant Agreement. The Design-Builder will comply fully with Owner's Design Criteria Manual. The Design-Builder is required to provide all information and supporting documentation required to enable the Owner to receive or comply with any applicable state or federal grants.

The Design-Builder will obtain all necessary permits, pay all required charges, fees and taxes, and otherwise perform the Services in a legal manner. If any construction occurs on FDOT right of way, the Design-Builder shall comply with all FDOT requirements contained in the FDOT Public Transportation Grant Agreement.

If the Design-Builder believes or is advised by a Designer providing Services on the Project that implementation would cause a violation of any applicable Laws, the Design-Builder must promptly notify the Owner in writing. Neither the Design-Builder nor the Designer will be obligated to perform any act which violates any applicable Laws.

3.11 The Design-Builder will review Laws applicable to design and construction of the Project, correlate such Laws with the Owner's Project requirements, and advise the Owner if any Project requirement may cause a violation of such Laws. Necessary changes to the Project will be accomplished by appropriate written modification and disclosed by written notification to the Owner. For the plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents produced by the Design-Builder, the Design-Builder will certify that:

3.11.1 The plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents have been developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

3.11.2 The plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents are consistent with the intent of the Project as defined in the FDOT Public Transportation Grant Agreement.

3.11.3 A review of the certification requirements listed in Section B.2. of Exhibit E of the FDOT Public Transportation Grant Agreement and a determination as to their applicability to this Project have been performed.

3.11.4 The plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents comply with all applicable Laws.

- 3.12 Nothing contained in this Contract will create a contractual relationship between the Owner and any person or entity other than the Design-Builder, except for the third-party beneficiary obligation set forth in Paragraph 3.3 above.
- 3.13 Press releases or other specialized publicity documents, including the Design-Builder's advertising and news bulletins, which are related to this Contract and are intended by the Design-Builder for the press, broadcasting, or television, will be drawn up in consultation with the Owner. Except as otherwise required by applicable Laws, the Design-Builder will not release or distribute any materials or information relating to this Contract or containing the name of the Owner or any of its employees without prior written approval by Owner's Vice President of Planning and Development. The Design-Builder shall incorporate the terms of this provision into all of its contracts, subcontracts and other agreements of any tier and require all Designers, subconsultants, subcontractors or suppliers to similarly incorporate the terms of this provision in their agreements.
- 3.14 The Design-Builder will review with the Owner alternative approaches to design and construction of the Project.
- 3.15 The Basic Services to be performed must commence on the date established in an executed work order and must be completed in accordance with the Design-Builder's fee and scope proposal and the applicable executed work order. Work orders are intended to be discrete working documents that will provide, in summary form, the background and factual context within which a particular work element or series of work elements will be completed by the Design-Builder. Each work order will include a scope of services, level of efforts and related costs. Work orders will be construed to be in addition to, supplementary to, and consistent with the provisions of this Contract. Upon request by the Owner, the Design-Builder will prepare and submit a work order to the Owner for review and approval. Work order forms will be provided by the Owner along with a detailed outline of design deliverables. Contracts involving multiple project numbers or airport locations will require work orders to identify Basic Services and reimbursement expense amounts per project and/or location. Supporting backup of the work classification, raw rates, overhead and weighted rate calculation (or other agreed upon rates) will be submitted in Microsoft Excel format when the work order is submitted.
- 3.16 Additional Services described below will be provided by the Design-Builder and paid for by the Owner if authorized and confirmed in writing by the Owner.
- 3.16.1 Making revisions in the final design documents, budget or other documents when such revisions are not due to fault or neglect of the Design-Builder or anyone for whom the Design-Builder is responsible and are:
- 3.16.1.1 Inconsistent with approvals or instructions previously given by the Owner, including substantial revisions made necessary by adjustments in the Project or Project budget;

- 3.16.1.2 Due to substantial changes required as a result of the Owner's failure to render decisions in a timely manner.
- 3.16.2 Providing more extensive programmatic criteria than that furnished by the Owner.
- 3.16.3 Providing such other services that may be required for the successful completion of the Project as directed by the Owner, not otherwise covered herein.
- 3.17 When the Design-Builder considers that the whole Work, or a portion thereof designated in the Part 2 Contract Documents for separate completion, is complete, the Design-Builder shall notify the Owner in writing of the completion of the portion or the whole of the construction; and for all design services that originally required certification by a Professional Engineer, the Design-Builder shall provide an Engineer's Certification of Compliance to the Owner, signed and sealed by a Professional Engineer, the form of which is attached to the FDOT Public Transportation Grant Agreement, in a timely manner. The certification shall state that the Work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- 3.18 During the duration of this Project, other construction and/or design-build projects will be underway at Tampa International Airport. It will be the responsibility of the Design-Builder to coordinate its Work with these other projects. Any problems with such coordination will be brought to the attention of the Owner who will direct the affected parties accordingly.
- 3.19 The Design-Builder will submit to the Owner, for Owner's approval, the Design-Builder's plan for the competitive process the Design-Builder will use in obtaining subcontractor bids for the development of the GMP Proposal. The plan will include, but not be limited to, dates of subcontractor pre-bid meetings, bid submittal dates, analysis process of bids after receipt, subcontractors bid sheets by bid packages, determination of bids to be included in the GMP Proposal, and the dates the Design-Builder will meet with the Owner to review the subcontractor bids.
- 3.20 The Design-Builder will submit to the Owner, for Owner's approval, the Design-Builder's plan for all self-performed Work on specific bid packages. The Design-Builder will detail how it will obtain competitive bids in addition to its own bid on those specific bid packages to ensure fairness and transparency once the bids are received and opened. The Design-Builder will also detail its analysis process of its own bids versus the subcontractor bids received.
- 3.21 The Design-Builder will submit to the Owner a GMP Proposal, including the final design documents, a statement of the proposed guaranteed maximum price and a proposed guaranteed completion date of the Work as defined in the Part 2 Contract. Final design



documents will consist of final construction design drawings, specifications, or other documents sufficient to establish the size, quality and character of the entire Project including its architectural, structural, mechanical and electrical systems, and materials and such other elements of the Project as may be appropriate. Deviations from the Project will be disclosed and expressly highlighted in the GMP Proposal. If the GMP Proposal is accepted by the Owner, the parties will then execute the Part 2 Contract. Notwithstanding anything herein to the contrary, the Owner reserves the absolute right, in its sole discretion, to reject the entirety or part of the GMP Proposal and not execute the Part 2 Contract for any or no reason whatsoever, or to terminate this Contract in accordance with Article 17. In such event, all final design documents, including all Project Documents (as defined in Paragraph 8.1), will become the property of the Owner and Owner will be entitled to retain and use all such Project Documents as set forth in Article 8 and Section 17.7 herein. Also, in such event, the Design-Builder agrees to cooperate and facilitate the completion of Bid Packages to complete the Work. Additionally, in such event, the Owner will have the right, but not the obligation, to directly contract with the Designer or any other design professional in order to complete the Work.

- 3.22 The term Related Party means a parent, subsidiary, affiliate, or other entity having a common ownership or management with the Design-Builder or Designer/Architect; entities in which stockholders, or management employees of the Design-Builder or Designer/Architect own an interest in excess of ten (10%) in the aggregate; or any persons or entity with the right to control the business or affairs of the Design-Builder or Designer/Architect; and any member of the immediate family of any person identified above.

If any of the costs arise from a transaction between the Design-Builder or Designer/Architect and a Related Party, the Design-Builder or Designer/Architect shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the Related Party and the anticipated costs to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a reimbursable Cost of the Work, and the Design-Builder or Designer/Architect shall procure the Work, equipment, good, or services from the Related Party, as a Subcontractor, according to the terms of Contract. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods, and service from some person or entity other than a Related Party according to the terms of this Contract.

#### **ARTICLE 4 OWNER**

- 4.1 The term Owner includes the Owner's other authorized representative(s) as provided by the Owner in writing.
- 4.2 The Owner will provide full information in a timely manner, as requested by the Design-Builder, regarding requirements for the Project, including a written plan which will set

forth the Owner's objectives, schedule, constraints and criteria. The Owner will designate a representative authorized to act on the Owner's behalf with respect to the Project.

- 4.3 The Owner will establish and update an overall budget for the Project, including reasonable contingencies. This budget will not constitute the contract sum for construction.
- 4.4 The Owner will render decisions pertaining to Project Documents submitted by the Design-Builder in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design-Builder's services. The Owner may obtain independent review of the Project Documents by a separate architect, engineer, contractor, or cost estimator under contract to or employed by the Owner. Such independent review will be undertaken at the Owner's expense in a timely manner so as not to unreasonably delay the orderly progress of the Design-Builder's services. The Design-Builder will ensure Owner is provided reasonably adequate time that permits the Owner to render its decisions and conduct independent reviews of Project Documents in a timely manner.
- 4.5 Upon written request, the Owner will make available record documents and drawings in its possession, of which it is aware, for any existing buildings and/or facilities. To the extent known and in its possession, the Owner will make available to the Design-Builder prior to and during the performance of the Services record documents and drawings pertaining to the existing buildings and/or facilities relative to this Project. Record documents and drawings will not be considered a part of this Contract. The Owner does not warrant to the Design-Builder the accuracy or completeness of such record documents and drawings and the Design-Builder will be solely responsible for all assumptions made in reliance thereupon. Record documents and drawings are not warranted or intended to be complete depictions of existing conditions, nor do they necessarily indicate concealed conditions. The locations of electrical conduit, telephone lines and conduit, computer cables, FAA cables, storm lines, sanitary lines, irrigation lines, gas lines, mechanical apparatus and appurtenances, HVAC piping/ductwork and plumbing may only appear schematically, if at all, and the actual location of such equipment and lines is in many cases unknown.
- 4.6 Upon written request, the Owner will endeavor to disclose the results and reports of prior tests, inspections or investigations conducted for the Project involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. Upon written request, the Owner will endeavor to disclose information known to the Owner regarding the presence of pollutants at the Project site. The Owner does not warrant the accuracy or completeness of any such information and accepts no responsibility therefore and the Design-Builder will be solely responsible for all assumptions made in reliance thereupon.
- 4.7 The Owner may, at its sole cost and election, furnish all legal, accounting, insurance and other professional counseling services as the Owner may require for itself at any time for the Project, including such services as are needed to verify the Design-Builder's invoices.

- 4.8 The Owner, with assistance from the Design-Builder, will endeavor to obtain easements, license agreements, zoning variances, and legal authorizations regarding Project site utilization where essential to the execution of the Project.
- 4.9 Those services, information, surveys, and reports described in Paragraphs 4.5 through 4.8 which are within the Owner's control will be furnished at the Owner's expense and are not part of this Contract. The Owner does not warrant or certify the accuracy or completeness of any services, information, surveys or reports.
- 4.10 The Owner may communicate with persons or entities employed or retained by the Design-Builder, unless otherwise instructed for reasonable cause not to do so in writing by the Design-Builder.

## **ARTICLE 5 TIME**

- 5.1 Time is of the essence. Services to be rendered by the Design-Builder will commence subsequent to the execution of this Contract by the effective date of an executed work order issued by the Owner. The Owner reserves the right to stop and start the Services or cancel or postpone any executed work order or portion thereof at any time following seven days written notice to the Design-Builder. Any delay to the Design-Builder resulting therefrom will be handled in accordance with Section 5.4 below. Notwithstanding anything to the contrary in this Contract, time is of the essence with respect to the performance of this Contract.
- 5.2 Should the Design-Builder fail to commence, provide, perform or complete any material services to be provided in a timely and diligent manner, in addition to any other rights or remedies available to the Owner, the Owner, at its sole discretion and option, may withhold any and all payments due and owing to the Design-Builder until such time as the Design-Builder resumes performance of its obligations in such a manner so as to satisfy the Owner.
- 5.3 Upon the request of the Owner, the Design-Builder will prepare a schedule for the performance of the Basic and Additional Services which will not exceed the time limits contained in the Design-Builder's Fee and Scope Proposal or work order and will include reasonably sufficient time required for the Owner's review and approval of submissions by authorities having jurisdiction over the Project.
- 5.4 If the Design-Builder is delayed in the performance of critical path Services under this Contract through no fault of the Design-Builder, any applicable schedule will be adjusted.

No claim for damages or any claim other than for an extension of time will be made or asserted against the Owner by reason of any Delay, whether such Delay is related to (i) late or early completion, (ii) delay in the commencement, prosecution or completion of the Design-Builder's Services, (iii) hindrance or obstruction in the performance of the

Design-Builder's Services, (iv) loss of productivity, or (v) other similar claims (collectively Delay), whether or not such Delay is foreseeable, unless the Delay is caused by acts of the Owner constituting fraud or active interference with the Design-Builder's performance of its services, and only to the extent such acts continue after the Design-Builder furnishes the Owner with notice of such fraud or active interference. The Design-Builder will not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, damages related to loss of business, loss of opportunity, impact damages, loss of financing, principal office overhead and expenses, loss of profits, loss of bonding capacity and loss of reputation; costs of acceleration or inefficiency arising because of Delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision will not preclude recovery of direct and actual damages suffered by the Design-Builder for hindrances or delays due solely to fraud or active interference on the part of the Owner. Otherwise, the Design-Builder may be entitled only to extensions of time as the sole and exclusive remedy for such resulting Delay, in accordance with and to the extent specifically provided above. The Owner's exercise of any of its rights or remedies under the Contract Documents (including but not limited to, order changes in the services, stop work orders, directing suspension, rescheduling or correction of the services), regardless of the extent or frequency of Owner's exercise of such rights or remedies, shall not be construed as active interference with the Design-Builder's performance of the Services. The Design-Builder will incorporate the terms of this Paragraph into all of its Designer, subconsultant, subcontractor and supplier contracts and require all Designers, subconsultants, subcontractors or suppliers to similarly incorporate such terms into their sub-subcontracts and sub-subconsultant agreements.

## **ARTICLE 6 PAYMENTS AND BASIS OF COMPENSATION**

### **6.1 PAYMENTS**

- 6.1.1 The Owner will compensate the Design-Builder for the Services rendered under this Contract, as described in Attachment 1.
- 6.1.2 The amount for the performance of Basic Services, Additional Services, and Reimbursable Expenses required under this Contract will be in a not to exceed amount of One Million Two Hundred Twenty Seven Thousand Two Hundred Eleven and No One Hundredth Dollars (\$1,227,211), which includes all fees for Designers, subconsultants, subcontractors, and suppliers.
- 6.1.3 Payments for Basic Services, Additional Services, and Reimbursable Expenses provided for in this Contract will be made monthly on the basis set forth below in Section 6.1.4.

- 6.1.4 With the exception of the month of September, all invoices will be submitted to the Owner by the twenty-fifth of each month. If the twenty-fifth of the month falls on a Saturday, Sunday or holiday, invoices are due the first business day prior to the twenty-fifth of that month. Payment will be made by the twenty-fifth of the following month. If the twenty-fifth of the month falls on a Saturday or Sunday or holiday, payments are made the first business day following the twenty-fifth of that month. Invoices submitted more than 20 days prior to the twenty-fifth of the month will be rejected and returned. Due to the end of fiscal year financial closeout, September invoices will be submitted by September 15th, and if the 15th falls on a Saturday or Sunday, invoices are due the first business day prior and subsequent payments will be made the second Thursday of October. Such invoices submitted more than 20 days prior to September 15<sup>th</sup> will be rejected and returned.
- 6.1.5 The Design-Builder will submit to the Owner, as directed by the Owner, an executed invoice. The Owner will approve, disapprove, or adjust the Design-Builder's invoice within fourteen days after receipt. The Owner will notify the Design-Builder in writing of any reasons for withholding payment in whole or in part. Except as noted above with respect to the September invoice, Owner will make payment by the twenty-fifth of the following month in which the invoice was submitted. In accordance with Florida Statutes Sections 255.075 – 255.078, the Design-Builder will promptly pay each Designer, subconsultant, subcontractor or supplier upon receipt of the payment from the Owner. Payment to the Design-Builder will release the Owner from any liens or disputes between the Design-Builder and the Designers, subconsultants, subcontractors or suppliers unless expressly reserved in writing by attachment to the invoice.
- 6.1.6 Monthly payments to the Design-Builder will in no way imply approval or acceptance of the Design-Builder's Services.

## **6.2 COMPENSATION FOR BASIC SERVICES**

- 6.2.1 For Basic Services, compensation will be as follows:

For services performed under Article 3, total compensation to the Design-Builder will be based upon Services completed and supported by monthly progress reports submitted to the Owner.

- 6.2.2 Upon receipt of payment from the Owner, the Design-Builder will promptly pay each Designer, subconsultant, subcontractor or supplier out of the amount paid to the Design-Builder for Designer's, subconsultant's, subcontractor's or supplier's portion of the Services. The amount to which said Designer, subconsultant, subcontractor or supplier is entitled to should reflect percentages actually retained from payments to the Design-Builder on account of such Designer's, subconsultant's, subcontractor's or supplier's portion of the Services. The Design-

Builder will, by appropriate contract with each Designer, subconsultant, subcontractor or supplier, require each Designer, subconsultant, subcontractor or supplier to make payments to their respective sub-subconsultants and sub-subcontractors in a similar manner.

6.2.3 Invoiced amounts will be based on the lesser of actual or agreed upon Design-Builder's, Designer's, subconsultant's, or subcontractor's hourly billing rates included in their submitted and agreed upon rate tables. The hourly billing rates will be multiplied by their actual time billed to the Project as substantiated by backup acceptable to the Owner and supported by monthly progress reports. The rate tables will include the Design-Builder's, Designer's, subconsultant's, or subcontractor's:

- 6.2.3.1 Most recent audited overhead rates or agreed upon overhead rates;
- 6.2.3.2 Employee's raw labor rates or agreed upon labor rates;
- 6.2.3.3 Negotiated profits; and
- 6.2.3.4 Agreed upon hourly billing rates.

The Design-Builder, at its sole discretion, may submit invoices with hourly billing rates that are less than the agreed upon hourly billing rates. The Owner will pay the Design-Builder for the lesser of actual, agreed upon or billed hourly billing rates of the Design-Builder, Designers, subconsultants, and subcontractors.

The actual hourly billing rate will be comprised of the employee's raw rate, the agreed upon overhead rate, and the negotiated profit.

6.2.4 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.

6.2.5 A Rate & Hour Verification Form (PD84) based on the agreed upon rate tables in Excel format listing the employee's name, employee's classification and employee's raw rate must be submitted with the Design-Builder's invoice. If there are changes such as new employees, new classification, or new raw rate, then an updated rate table spreadsheet in Excel format is required to be submitted. Changes to the agreed-upon rate tables must be indicated on the PD84 and must be approved in writing prior to invoice or via the invoice process by the Owner.

6.2.6 Basic Services performed before the work order effective date will not be reimbursed.

6.2.7 Detailed timesheets from the Design-Builder's, Designer's, subconsultant's and subcontractor's timekeeping system are required to be submitted as supporting backup for all Basic Services invoice amounts. This must include (1) the date the Services were performed, (2) a description of the Services, (3) the person(s) who performed the Services, (4) the actual time spent on a daily basis documented to the nearest quarter of an hour, (5) the hourly rate, and (6) the actual fee (time

spent times hourly rate). Note that the bills are public records and may be subject to disclosure via public records request. Vague or overly broad descriptions such as “research,” “preparation,” “review shop drawings,” “calculations,” or “attend meetings” may not be accepted for payment.

6.2.8 Overtime for all Basic Services must be pre-approved by the Owner.

6.2.9 Invoices that include Basic Services must be organized to identify the Basic Services being billed at the direction of the Owner.

6.2.10 Rebalancing between Basic Services and Reimbursable Expenses must be requested with the first overage billing, along with an explanation for the overage and confirmation that the total Contract amount will not be exceeded. Proposed supporting sheets are to be submitted for rebalancing.

### **6.3 COMPENSATION FOR ADDITIONAL SERVICES**

6.3.1 The compensation for Additional Services under this Contract will be on the basis of the Scope of Services and the amount of fees set forth in a written request from the Owner, which will have resulted from negotiation of the scope and the fees.

### **6.4 REIMBURSABLE EXPENSES**

6.4.1 Reimbursable Expenses will be supported by submitted and approved Designer, subconsultant, subcontractor or supplier invoices or receipts. Reimbursable expenses must be presented as a package organized in the following manner: Reimbursement Tracking Form and actual invoices identifying item numbers. The Reimbursement Tracking Form is required to be submitted electronically in Excel format, as is the supporting documentation for the submitted Design-Builder’s invoice.

6.4.2 The Design-Builder will be reimbursed at cost for all expenses, in an amount not to exceed the maximum reimbursable amount. As specified hereinafter, the Design-Builder’s Reimbursable Expenses will include only:

6.4.2.1 The cost of securing a geotechnical engineering firm which will perform all soils and sub-surface investigations, tests, reports and recommendations required for the design of the Project.

6.4.2.2 The cost of securing a recognized testing laboratory which will perform all necessary testing of materials and all shop and mill inspection of materials and equipment as required during construction of the Work .

- 6.4.2.3 The cost of boundary surveys, topographic surveys, land surveys, establishment of boundary and monuments, subsurface utility investigations, field surveys, photogrammetry, control staking and related office computations and drafting.
- 6.4.2.4 The cost of outside special Designers, subconsultants, subcontractors or suppliers to advise and assist the Design-Builder, as pre-approved by the Owner.
- 6.4.2.5 The cost of reproduction and distribution of plans and specifications and the Project Documents as pre-approved by the Owner.
- 6.4.2.6 All costs for postage and overnight express delivery and couriers related to the Project.
- 6.4.2.7 Expenses for parking at Tampa International Airport and transportation related to the Project outside of Hillsborough, Pinellas, and Pasco Counties, including airplane and automobile travel; and the cost of meals and lodging in the event overnight travel related to the Project is required. All travel expenses will be reimbursed upon submitted receipts or as agreed upon in the travel plan. Only travel expenses incurred in the performance of the Services are reimbursable. The most efficient and economical means of transportation is required. All travel must be pre-approved by the Owner. Unless otherwise agreed to in a pre-approved travel plan, all travel expenses must be incurred in accordance with the Owner's Policy P412, Travel, Business Development, and Working Meals Expenses. Employee expense sheets are required as well as supporting originals or legible copies of all receipts.
- 6.4.2.8 Costs for renderings, study models, film, processing, and animations, as pre-approved by the Owner.
- 6.4.2.9 The costs of all required review fees required by and paid to agencies having jurisdiction. This does not include impact or development fees paid directly by the Owner.
- 6.4.3 The following expenses shall not be reimbursable:
  - 6.4.3.1 Purchases of alcohol.
  - 6.4.3.2 Meals for the Owner or local Design-Builder, Designer, subconsultant, subcontractor or supplier staff members.
  - 6.4.3.3 Photocopying costs unless pre-approved by the Owner in writing.



- 6.4.3.4 Clerical, secretarial or general administrative time with the exception of technical typing of specifications or technical reports and personnel assigned to the Design-Builder's field office.
- 6.4.3.5 Computer system costs.
- 6.4.3.6 Interest expenses and late charges.
- 6.4.3.7 Any type of markup over the actual cost of any item otherwise reimbursable, unless specifically agreed to in writing.
- 6.4.3.8 Expendable supplies unless pre-approved by the Owner.
- 6.4.3.9 Entertainment and personal expenses of any kind.
- 6.4.3.10 Costs incurred by the Design-Builder as a result of, or to cure, any breach or violation of this Contract.
- 6.4.3.11 Any part of the Design-Builder's capital expenses.
- 6.4.3.12 Amounts required to be paid by the Design-Builder for federal, state or local income or franchise taxes.
- 6.4.3.13 Costs of Designers, subconsultants, subcontractors or suppliers unless pre-approved in writing by the Owner.
- 6.4.3.14 Costs to comply with Article 12.
- 6.4.3.15 Time spent in travel, unless actively working on the Project.
- 6.4.3.16 Mileage within the Tri-County Area (Hillsborough, Pinellas, Pasco).
- 6.4.3.17 Reimbursable Expenses incurred before the Contract effective date.

## **6.5 INVOICES, RECORDS, AND MISCELLANEOUS PAYMENT PROVISIONS**

- 6.5.1 One executed invoice for services, verified to the satisfaction of the Owner, must be submitted by the twenty-fifth of each month electronically to DesignInvoice@TampaAirport.com. The Design-Builder will submit with each invoice a detailed accounting of the value of Services performed to date by certified Woman and Minority Owned Business Enterprises (W/MBEs). This accounting will include the names and addresses of W/MBEs that have participated, a description of the Services each named W/MBE has performed and the value of Services performed by each named W/MBE. In addition, the Design-Builder will submit with each invoice a detailed accounting of the value of Services

performed to date by its Designers, subconsultants, subcontractors or suppliers. This accounting will include the names and addresses of such Designers, subconsultants, subcontractors or suppliers that have participated, a description of the Services each named Designer, subconsultant, subcontractor or supplier has performed, and the value of Services performed by each named Designer, subconsultant, subcontractor or supplier. The Design-Builder will also submit with each invoice a Rate & Hour Verification Sheet and a Reimbursement Tracking Form, both in Microsoft Excel format.

- 6.5.2 The Design-Builder will maintain a detailed, itemized, electronic spreadsheet that includes identifiable references to the actual expense for all Reimbursable Expenses submitted with each invoice, in a format allowing readership in Microsoft Office products.
- 6.5.3 Whenever compensation is paid to the Design-Builder on a reimbursable basis, records as to the direct expense will be kept on a generally recognized accounting basis and will be submitted with each invoice.
- 6.5.4 Any compensation paid pursuant to a not-to-exceed amount will constitute full payment for all costs including, but not limited to, employee benefits, overhead, general administrative costs, profit and all other unallocated expenses.
- 6.5.5 The Design-Builder agrees to pay each Designer, subconsultant, subcontractor or supplier under this Contract for satisfactory performance of its agreement no later than 10 days from the receipt of each payment the Design-Builder receives from the Owner. The Design-Builder agrees further to release retainage payments to each Designer, subconsultant, subcontractor or supplier within 10 days after the Designer's, subconsultant's, subcontractor's or supplier's services or work are satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both W/MBE and non-W/MBE design professional and subcontractors.
- 6.5.6 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 6.5.7 All Designer, subconsultant, subcontractor or supplier contracts and change orders must be submitted at the time of initial billing for each Designer, subconsultant, subcontractor or supplier. Each contract should be complete and signed by both parties.
- 6.5.8 Payments will not be made for Basic Services, Additional Services, or Reimbursable Expenses that are older than 90 days before the submission of the invoice unless pre-approved in writing by the Owner.

- 6.5.9 Original or legible copies of receipts/invoices that have not been altered are required for reimbursement. Receipts/invoices must be identified by employee and employer and include justification of expense.
- 6.5.10 Equipment purchased must be identified when being paid. A detailed listing in Excel format must be submitted with the invoice when equipment is purchased. Asset tag(s) may be required to be affixed to equipment in accordance with Owner's procedures.
- 6.5.11 No front loading on Progress Payments is allowed. Progress Payments are limited to the actual invoiced amounts.
- 6.5.12 Rebalancing between tasks or fees must first be requested with the first overage billing, along with justification for the overage and confirmation that the total contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.
- 6.5.13 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of the final Design-Builder invoice.
- 6.5.14 If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve. The Design-Builder will have 24 hours to resolve such deficiency. If the deficiency is not resolved within that time, the Design-Builder's invoice may be rejected.
- 6.5.15 The Owner has the right to withhold payment for amounts in dispute in any invoice. All undisputed amounts in any invoice shall be paid in accordance with applicable Law and this Contract.
- 6.5.16 In the event that it is established during the design phase that there will be substantial changes to the scope of the Project as originally proposed and upon which the compensation is based, a change in compensation will be negotiated prior to further development of the design.
- 6.5.17 The Design-Builder is required to provide all information and supporting documentation required to enable the Owner to receive any applicable state or federal grants.

## **ARTICLE 7**

### **OWNER'S RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATION ENGAGEMENTS**

- 7.1 Engagement(s) as used in this Contract include, but are not limited to, audits, inspections, or attestation engagements. In connection with payments to the Design-Builder under this Contract, it is agreed the Design-Builder will maintain adequate records in accordance with project accounting as generally used in the construction industry. The Owner, FAA,

Federal Highway Administration, FDOT, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), have the right to initiate and perform Engagements with respect to the Design-Builder's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by the Design-Builder under this Contract for the purpose of determining compliance with this Contract. Access will be to all the Design-Builder's records, including books, documents, papers, and records of the Design-Builder directly pertinent to this Contract, as well as records of parent, affiliate, and subsidiary companies. If the records are kept at locations other than Tampa International Airport, the Design-Builder will arrange for said records to be brought to a location convenient to the Auditors to conduct the Engagement as set forth in this Article or will be provided electronically. The Design-Builder agrees to deliver or provide access to all records requested by the Auditors within fourteen (14) calendar days of the request at the initiation of the Engagement and to deliver or provide access to all other records requested during the Engagement within seven (7) calendar days of each request. The parties recognize that the Owner will incur additional costs if records requested by the Auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that the Design-Builder may be charged a liquidated damage of \$100.00, in addition to all other contractual financial requirements, per item, per calendar day, for each time the Design-Builder is late in submitting requested records to perform the Engagement. Accrual of liquidated damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and the Owner retains its rights including but not limited to its rights to elect its remedies and pursue all legal and equitable remedies. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from such failure to comply.

- 7.2 In the event the Design-Builder maintains its accounting or Project information in electronic format, upon request by the Auditors, the Design-Builder will provide a download of its accounting or Project information in an electronic format allowing formatting, reading and manipulation in Microsoft Office products.
- 7.3 The Auditors have the right during the Engagement with Design-Builder's Designers, subconsultants, subcontractors or suppliers to make photocopies, and inspect any and all records at reasonable times. The right to initiate an Engagement will extend for six years after the final completion date of the Work, or six years after the Project, whichever occurs later.
- 7.4 In the event the Design-Builder has overcharged the Owner for the gross Basic Services, Additional Services, or Reimbursable Expenses, the Design-Builder will re-pay the Owner the amount of the overcharge, and the Owner may assess interest of up to 12% per year on the overcharge from the date the overcharge occurred. In addition, if the Design-Builder has overcharged the Owner by more than 3% of the gross Basic Services,

Additional Services, or Reimbursable Expenses, the Owner may assess, and the Design-Builder will pay for, the entire cost of the Engagement.

- 7.5 The Design-Builder shall require all its Designers, subconsultants, subcontractors or suppliers to provide the Auditors the same rights to perform Engagements as allowed in this Contract. The Design-Builder shall require that all its Designers, subconsultants, subcontractors or suppliers require their sub-design professionals, sub-subcontractors and sub-subconsultants to provide the Auditors the same rights to perform Engagements as allowed in this Contract.
- 7.6 Approvals by the Owner's staff for any services included or not included in this Contract do not act as a waiver or limitation of the Auditor's right to perform Engagements.
- 7.7 The Design-Builder agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all agreements with Designers, subconsultants, subcontractors and suppliers the obligation to comply with Section 20.055(5), Florida Statutes.

**ARTICLE 8**  
**OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA/RETENTION AND**  
**MAINTENANCE OF PUBLIC RECORDS**

- 8.1 The Design-Builder acknowledges and agrees that all records, documents, drawings, notes, tracings, plans, specifications, maps, evaluations, reports and other technical data and electronic data, instruments of service, models, and renderings, including but not limited to, all Architectural Works as defined by the federal Architectural Works Copyright Protection Act (whether hard copy or electronically stored), prepared, developed or furnished by the Design-Builder or the Designers, subconsultants, or subcontractors employed or retained by the Design-Builder under this Contract (Project Documents) will be and remain the property of the Owner. Project Documents will be deemed to be works made for hire, and all right, title and interest in and to the Project Documents will be vested in the Owner. The Design-Builder will take all actions necessary to secure for the Owner all such right, title and interest. The Design-Builder warrants that all materials comprising the Project Documents are original with the Design-Builder and have not been copied or derived from any other material without the express written consent of the owner, proprietor and/or copyright holder of that other material, and are not subject to any other claim of copyright by any other person. The Design-Builder will obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. The Design-Builder will assign to the Owner any and all rights, including any copyrights, in the Project Documents that the Design-Builder or the Designers, subconsultants, or subcontractors employed or retained by the Design-Builder on this Project may possess now or in the future, and the Design-Builder and its Designers, subconsultants, or subcontractors will claim no rights adverse to the Owner in the Project Documents. Any project as designed by the Design-Builder under this Contract, may be

reused or repeated by the Owner at the Owner's option or discretion at any time or times, including but not limited to, completion, addition, renovation, maintenance, reconstruction or remodeling of the Project and construction of new projects. The Design-Builder hereby grants its consent to the Owner to reuse of the Project Documents by the Owner for any and all such purposes. The Design-Builder shall retain its rights to all standard elements contained within the design, including standard details, specifications, or other design materials generated and authorized by the Design-Builder for its repeated, regular and ongoing use in plans, specifications, reports or other instruments of service for its clients. The Design-Builder will incorporate the terms of this Paragraph in all contracts with Designers, subconsultants, and subcontractors employed or retained by the Design-Builder to perform services covered by this Contract.

8.2 Submission or distribution of the Design-Builder's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in this Article.

8.3 Chapter 119, Florida Statutes Requirements

**IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(813) 870-8721, [ADMCENTRALRECORDS@TAMPAAIRPORT.COM](mailto:ADMCENTRALRECORDS@TAMPAAIRPORT.COM), HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.**

The Design-Builder agrees in accordance with Florida Statutes Section 119.0701 to comply with public records laws including the following:

- a. Keep and maintain public records required by the Owner in order to perform the services contemplated by this Contract.
- b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract Term and following completion of this Contract.
- d. Upon completion of this Contract, keep and maintain public records required by the Owner to perform the Services. The Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically must

be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

- 8.4 The Owner maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Owner's record management process. Once that occurs, the paper original version of this document will be destroyed. Notwithstanding the foregoing, to the extent the Contract include any bonds or other security, those bonds or other security will be maintained in their original form and not destroyed.

## **ARTICLE 9 INDEMNITY**

- 9.1 To the maximum extent permitted by Florida law, in addition to the Design-Builder's obligation to provide, pay for, and maintain insurance as set forth elsewhere in this Contract, the Design-Builder will indemnify and hold harmless the Owner, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and dispute resolution costs) caused in whole or in part by the:

1. Presence on, use or occupancy of the Owner's property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any Law, regulation, rule, order, decree, Federal Directive, Federal Circular or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals, or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Design-Builder or the Design-Builder's officers, employees, agents, volunteers, Designers, subconsultants, subcontractors, suppliers, invitees, or any other person, directly or indirectly, employed or utilized by the Design-Builder, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damage is caused in part by an indemnified party. This indemnity obligation expressly applies and shall be construed to include any and all claim(s) caused in part by the negligence, acts, or omissions of the Owner, its members, officers, agents, employees, or volunteers.

9.2 In addition to the duty to indemnify and hold harmless, the Design-Builder will have the separate and independent duty to defend the Owner, its members, officers, agents, employees, and volunteers from all suits, claims, proceedings or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. Presence on, use or occupancy of the Owner's property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any Law, regulation, rule, order, decree, Federal Directive, Federal Circular or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Design-Builder or the Design-Builder's officers, employees, agents, volunteers, Designers, subconsultants, subcontractors, suppliers, invitees, or any other person directly or indirectly employed or utilized by the Design-Builder regardless of whether it is caused in part by the Owner, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Design-Builder by a party entitled to a defense hereunder. This duty to defend obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts, or omissions of the Owner, its members, officers, agents, employees, or volunteers.

9.3 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statutes § 725.06(2)-(3) or Florida Statutes § 725.08, then with respect to the part so limited, the Design-Builder agrees to the following: To the maximum extent permitted by Florida law, the Design-Builder will indemnify and hold harmless the Owner, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Design-Builder and persons employed or utilized by the Design-Builder in the performance of this Contract.

9.4 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statutes § 725.06(1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage



amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

- 9.5 In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Design-Builder and persons employed or utilized by the Design-Builder in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- 9.6 The Design-Builder's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against the Owner, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statutes of limitations or repose.
- 9.7 Nothing in this Article or Contract will be construed as a waiver of any immunity from or limitation of liability the Owner, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under the Florida Constitution, common law, or statutes.
- 9.8 The Owner and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving the Design-Builder of any of its obligations under this Article.
- 9.9 If the above Paragraphs 9.1-9.8 or any part of Paragraph 9.1-9.8 is deemed to conflict in any way with any Law, the Article or part of the Article will be considered modified by such Law to remedy the conflict.

## **ARTICLE 10 INSURANCE REQUIREMENTS**

- 10.1 The provisions of Attachment 3 - INSURANCE REQUIREMENTS are incorporated by reference into this Contract.
- 10.2 The Design-Builder will comply with the insurance requirements and coverage limits detailed in Attachment 3 - INSURANCE REQUIREMENTS.
- 10.3 Pursuant to Florida Statute Section 255.0517(2)(d), nothing contained herein prohibits the Design-Builder, Designer, subconsultant, subcontractor or supplier from purchasing

any additional insurance coverage that the Design-Builder, Designer, subconsultant, subcontractor or supplier believes is necessary for protection against any liability arising out of this Contract. However, if the Design-Builder, Designer, subconsultant, subcontractor or supplier elects to purchase additional insurance, the cost of any additional insurance procured by the Design-Builder, Designer, subconsultant, subcontractor or supplier must be disclosed to the Owner.

## **ARTICLE 11 NO WAIVER**

The failure of the Owner to enforce at any time or for any period of time any one or more of the provisions of this Contract will not be construed to be and will not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

## **ARTICLE 12 DISPUTE RESOLUTION**

### **12.1 CLAIMS AND DISPUTES**

12.1 A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of the Contract, payment of money, extension of time or other relief with respect to the terms of the Contract (Claim). The term Claim also includes other disputes and matters in question between the Owner and the Design-Builder arising out of or relating to the Contract and Claims brought by Designers, subconsultants, subcontractors and suppliers. All Claims must be made in writing and include an affidavit from the Design-Builder confirming the veracity of the claim. The responsibility to substantiate a Claim will rest with the party making the Claim.

12.1.1 If for any reason the Design-Builder believes a Claim exists, the Design-Builder must notify the Owner in writing no later than twenty-one (21) calendar days after the Design-Builder first recognizes the condition giving rise to the Claim or before the Services begin on which the Design-Builder bases the Claim, whichever is earlier. The Design-Builder must maintain strict accounting of all actual cost and/or time associated with the Claim, in such detail as may be required by the Owner. The failure to give proper notice as required herein will constitute a waiver of the Claim.

12.1.2 When the Services on which the claim is based have been completed, the Design-Builder will, within ten (10) calendar days, submit the Design-Builder's written documentation of the Claim, together with all supporting documentation required by the Owner, to the Owner. Such documentation of the Claim by the Design-Builder, and the fact that the Owner has kept strict accounting of the actual cost and/or time associated with the Claim, will not in any way be construed as proving or substantiating the Claim.

- 12.1.3 Unless otherwise agreed in writing and notwithstanding any other rights or obligations of either of the parties under this Contract, the Design-Builder will carry on with the performance of its Services and duties hereunder during the pendency of any Claim, litigation, arbitration, or any other proceedings to resolve any Claim. The Owner, however, will be under no obligation to make payments on or against such Claim during the pendency of any proceedings to resolve such Claim.
- 12.1.4 The Design-Builder's acceptance of final payment for any individual work order will constitute a full waiver of any and all Claims by the Design-Builder against the Owner arising out of this Contract or individual work order or otherwise related to the Project, except insurance company subrogation claims and other Claims previously made in writing and identified by the Design-Builder as unsettled at the time of the final payment.
- 12.1.5 Neither the acceptance of the Design-Builder's Services nor payment by the Owner will be deemed to be a waiver of the Owner's rights against the Design-Builder, including but not limited to:
- 12.1.5.1 Latent defects;
  - 12.1.5.2 Terms of special warranties required by the Contract documents listed in Paragraph 3.1 or the Project Documents;
  - 12.1.5.3 Failure of the Services to comply with the requirements of the documents listed in Paragraph 3.1 or the Project Documents;
  - 12.1.5.4 Claims, security interests or encumbrances arising out of this Contract and unsettled;
  - 12.1.5.5 An audit following final payment.

## **12.2 RESOLUTION OF CLAIMS AND DISPUTES**

The following shall occur as a condition precedent to the Owner's review of a Claim unless waived in writing by the Owner:

- 12.2.1 **Project Representatives' Meeting:** Within seven (7) calendar days after a dispute occurs or delivery of the Claim notice required by Paragraph 12.1.2, the Design-Builder's senior project management personnel who have authority to resolve the dispute or Claim shall meet with the Owner's project representative who has authority to resolve the dispute or Claim in a good faith attempt to resolve the dispute or Claim. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least five (5) calendar days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this

clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

- 12.2.2 Management Representatives' Meeting: If the Project Representatives' Meeting fails to resolve the dispute or Claim or if they fail to meet, a senior executive for the Design-Builder and for the Owner, neither of which have day to day Project management responsibilities, shall meet, within fourteen (14) calendar days after a dispute or Claim occurs, in an attempt to resolve the dispute or Claim and any other identified disputes or Claims or any unresolved issues that may lead to a dispute or Claim. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least five (5) calendar days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.
- 12.2.3 Following the Project Representatives' Meeting and the Management Representatives' Meeting, the Owner will review the Design-Builder's dispute or Claims and may (1) request additional information from the Design-Builder which will be immediately provided to the Owner, or (2) render a decision on all or part of the dispute or Claim. The Owner will endeavor to notify the Design-Builder in writing of the disposition of the dispute or Claim within twenty-one (21) calendar days following the receipt of such claim or receipt of additional information requested.
- 12.2.4 If the Owner decides that the Services relating to such dispute or Claim should proceed regardless of the Owner's disposition of such dispute or Claim, the Owner will issue to the Design-Builder a written directive to proceed. The Design-Builder will proceed as instructed.
- 12.2.5 If any Claim is made pursuant to this Contract, the Design-Builder will provide, at the Owner's request, all documents in support of the Claim. If the Owner requests to review the Project Documents and the Design-Builder fails to provide them in a timely manner or has failed to preserve them, the Claim by the Design-Builder will be deemed waived.
- 12.2.6 The exclusive venue for any action involving the Owner arising out of or related to the Services provided under this Contract will be in the appropriate State Court in and for the 13<sup>th</sup> Judicial Circuit for Hillsborough County, Florida, or the U.S. District Court in the Tampa Division of the Middle District of Florida. The Design-Builder shall incorporate the terms of this provision into all of its contracts, subcontracts, and other agreements of any tier and require all Designers, subconsultants, subcontractors or suppliers to similarly incorporate the terms of this provision in their agreements.

12.2.7 Mediation with a mediator approved by the Owner shall be a condition precedent to litigation involving the Owner. Any such mediation will be subject to Rule 1.700 et seq, Florida Rules of Civil Procedure and Chapter 44, Florida Statutes. The Design-Builder shall incorporate the terms of this provision into all of its contracts, subcontracts, and other agreements of any tier and require all Designers, subconsultants, subcontractors or suppliers to similarly incorporate the terms of this provision in their agreements.

**ARTICLE 13  
ASSISTANCE IN LITIGATION**

Design-Builder will render assistance to and on behalf of the Owner in dispute resolution proceedings, including but not limited to, litigation in connection with or arising out of this Contract, litigation brought by or against the Owner and any third-parties, by providing technical information, analyses, and expert witnesses only for the Owner. The Design-Builder will provide Services under this Article at a mutually agreed upon and reasonable rate as an Additional Service.

**ARTICLE 14  
CONFLICT OF INTEREST**

Design-Builder represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict, as determined by the Owner, in any manner with the performance of Services required hereunder or be contrary to any code of Professional Conduct. Design-Builder further represents that no persons having any such interest will be employed to perform these Services.

**ARTICLE 15  
NOTICES AND ADDRESS OF RECORD**

15.1 All notices required or made pursuant to this Contract to be given by the Design-Builder to the Owner will be in writing and may be given either by mailing same by United States mail with proper postage affixed thereto, or by hand-delivery, to the appropriate address as listed below:

15.1.1 Mail: Hillsborough County Aviation Authority  
P. O. Box 22287  
Tampa, FL 33622-2287  
Attention: Chief Executive Officer

15.1.2 Hand-delivery: Hillsborough County Aviation Authority  
Tampa International Airport  
5411 Skycenter Drive  
Suite 500  
Tampa, FL 33607  
Attention: Chief Executive Officer

15.2 All notices required or made pursuant to this Contract to be given by the Owner to the Design-Builder will be in writing and may be given either by mailing same by United States mail with proper postage affixed thereto, or by hand-delivery, to the appropriate address as listed below:

15.2.1 Mail: 5405 Cypress Center Drive  
Suite 200  
Tampa, Florida 33609

## **ARTICLE 16 TERM OF CONTRACT**

The Term of this Contract will commence on the date awarded by the Owner's Board of Directors and will remain in effect until the expiration of the construction warranties and resolution of all claims for the Project. Individual work orders will have effective dates and completion dates for the individual scope of Services.

## **ARTICLE 17 BREACH OF CONTRACT / TERMINATION OF CONTRACT**

17.1 Any violation or breach of the terms of this Contract on the part of the Design-Builder or its Designers, subconsultants, subcontractors or suppliers may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the Owner, FAA, FDOT or other governmental entities having jurisdiction. The Owner will provide the Design-Builder written notice that describes the nature of the breach and corrective actions the Design-Builder must undertake in order to avoid termination of this Contract. The Owner reserves the right to withhold payments to the Design-Builder until such time as the Design-Builder corrects the breach or the Owner elects to terminate this Contract. The Owner's notice will identify a specific date by which the Design-Builder must correct the breach. The Owner may proceed with termination of this Contract if the Design-Builder fails to correct the breach by the deadline indicated in the Owner's notice.

17.2. The duties and obligations imposed by this Contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at Law.

17.3 Notwithstanding Paragraph 17.1, this Contract may be terminated by the Owner with or without cause upon at least seven days written notice to the Design-Builder. Upon termination of this Contract there will be no further duty or obligation with regard to a Part 2 Contract.

17.4 In the event of termination by Owner without cause, the Design-Builder will be entitled to receive compensation for that portion of the cost attributable to the Basic Services,

Additional Services, and Reimbursable Expenses under this Contract earned through the date of termination. In addition, the Design-Builder is entitled to receive compensation for direct, out-of-pocket termination expenses. Termination expenses are expenses directly attributable to termination. However, as a prerequisite to receiving such termination expenses, the Design-Builder is required to include language regarding entitlement to compensation for costs attributable to Basic Services, Additional Services, Reimbursable Expenses and out-of-pocket termination expenses in all purchase orders, subcontracts, and other agreements it enters into to effectuate completion of this Contract. The Design-Builder will not be entitled to any further or additional compensation from the Owner, including but not limited to, damages or lost or anticipated profits on portions of the Services not performed.

- 17.5 In the event of termination for cause, the Owner may retain all payments due to the Design-Builder at the date of termination until all of the Owner's damages have been established and deducted from payments due to the Design-Builder. To the extent the Owner's damages exceed the payments due the Design-Builder, such excess will be paid by the Design-Builder to the Owner within ten (10) days of the Owner's written demand for same to the Design-Builder.
- 17.6 Upon 30 days written notice to the Owner, the Design-Builder may terminate this Contract only if the Design-Builder is not in default of any term, provision, or covenant of this Contract, and only upon or after the occurrence of the inability of the Design-Builder to perform Services for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over the Owner preventing the Design-Builder from operating its business for a period of longer than 90 consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of the Design-Builder.
- 17.7 In the event this Contract is terminated or in the event that a Part 2 Contract is not executed, the Owner will be entitled to retain and use all Project Documents furnished or prepared by or for the Design-Builder or design professionals employed or retained by the Design-Builder as set forth in Paragraph 3.21 and Article 8.
- 17.8 In the event the Owner terminates the Design-Builder for cause pursuant to this Article 17 and it is later determined that such termination was not proper, or such termination right was not otherwise available to the Owner, such termination will be deemed a termination without cause and the Design-Builder's rights and remedies will be limited to those set forth in Paragraph 17.4 above.
- 17.9 In the event of termination, the Design-Builder consents to the Owner's selection of a successor design-builder of the Owner's choice to assist the Owner in completing the Project, provided that (1) for a termination for cause, the Owner exercises its rights in good faith, and (2) for any termination for convenience, the Owner makes all payments due to the Design-Builder under this Contract. The Design-Builder further agrees to

cooperate and provide any information reasonably requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the Design-Builder's instruments of service by the Owner and successor design-builder as the Owner may desire. In the event that the Design-Builder is terminated and a successor design-builder is employed to complete the Project, the Design-Builder shall not be liable for the successor design-builder's Services. However, the Design-Builder remains liable under this Contract for all its acts and omissions up to and including the date of termination and subsequent provision of any information required to be provided under this provision.

**ARTICLE 18  
SUSPENSION OF SERVICES**

The Owner may, for any reason, order the Design-Builder in writing to suspend, delay or interrupt the Services in whole or in part for such period of time as the Owner may determine. If the Services are stopped for a period exceeding 60 days by the Owner, the Design-Builder may be entitled to additional compensation and expenses, to be established pursuant to negotiations between the parties.

**ARTICLE 19  
SUCCESSORS AND ASSIGNS**

- 19.1 The Owner and the Design-Builder respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, and assigns of such other party with respect to the covenants of this Contract.
- 19.2 Except as hereinafter provided, neither party to this Contract will assign or sublet this Contract, in whole or in part, without the written consent of the other party, nor will the Design-Builder assign any monies due, or to become due, hereunder without the previous written consent of the Owner. If the Design-Builder attempts to make such assignment or sublet without such consent, the Design-Builder will nevertheless remain legally responsible for all obligations under this Contract.
- 19.3 The Owner reserves the right to transfer its interests herein to any other governmental body authorized by law to operate Tampa International Airport.

**ARTICLE 20  
TRUTH IN NEGOTIATIONS**

The Design-Builder certifies that the wage rates and other factual unit costs supporting the compensation described herein and in all work orders provided under this Contract are accurate, complete and current as of the date of this Contract, any amendment, or work order, and that the compensation will be adjusted to exclude any sums where the Owner determines the amount



was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

**ARTICLE 21  
PROHIBITION AGAINST CONTINGENT FEES**

The Design-Builder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Builder, to solicit or secure this Contract, and that the Design-Builder has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Design-Builder, any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Contract. If the Owner finds that the Design-Builder has violated this provision, the Owner may terminate this Contract without liability and, at its discretion, deduct from this Contract, or otherwise recover from the Design-Builder, the full amount of any fee, commission, percentage, gift, or consideration.

**ARTICLE 22  
RESTRICTED VENDOR LISTS**

- 22.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a design-builder, contractor, design professional, designer, subconsultant, subcontractor or supplier under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 22.2 A person or affiliate who has been placed on the discriminatory vendor list kept by the Florida Department of Management Services may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a design-builder, contractor, design professional, designer, subconsultant, subcontractor or supplier under a contract with any public entity and may not transact business with any public entity as provided in Section 287.134, Florida Statutes.
- 22.3 An entity, affiliate, design-builder, designer, contractor, supplier, subcontractor, consultant, subconsultant, or design professional who has had its Certificate of Qualification suspended, revoked, denied, or is included on the FDOT Contractor Suspension List, may not perform work under this Contract.

**ARTICLE 23**  
**CONTRACT MADE IN FLORIDA**

This Contract has been made in and will be construed in accordance with the laws of the State of Florida.

**ARTICLE 24**  
**NON-DISCRIMINATION**

24.1 During the performance of this Contract, the Design-Builder, for itself, its assignees, and successors in interest, agrees as follows:

24.1.1. Compliance with Regulations: The Design-Builder (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

24.1.2. Nondiscrimination: The Design-Builder, with regard to the Services performed by it under this Contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of Designers, subconsultants, subcontractors and suppliers, including procurements of materials and leases of equipment. The Design-Builder will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

24.1.3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Design-Builder for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential designer, subconsultant, subcontractor or supplier will be notified by the Design-Builder of the Design-Builder's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

24.1.4. Information and Reports: The Design-Builder will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Design-Builder is in the exclusive possession of another who fails or refuses to furnish the information, the Design-Builder will so certify to the Owner or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

24.1.5. Sanctions for Noncompliance: In the event of Design-Builder's noncompliance with the nondiscrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

24.1.5.1 Withholding payments to the Design-Builder under this Contract until the Design-Builder complies; and/or

24.1.5.2. Cancelling, terminating, or suspending thisContract, in whole or in part.

24.1.6. Incorporation of Provisions: The Design-Builder will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Design-Builder will take action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Design-Builder becomes involved in, or is threatened with, litigation by a designer, subconsultant, subcontractor, or supplier because of such direction, the Design-Builder may request the Owner to enter into any litigation to protect the interests of the Sponsor. In addition, the Design-Builder may request the United States to enter into the litigation to protect the interests of the United States.

24.2. During the performance of this Contract, the Design-Builder, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Design-Builder must take reasonable steps to ensure that LEP persons have meaningful access to Design-Builder’s programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits Design-Builder from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

24.3 In all its activities within the scope of this Contract, the Design-Builder agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## **ARTICLE 25**

### **WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCES**

25.1 It is the policy of the Owner that W/MBEs, as defined in the Owner’s W/MBE Policy and

Program, will have full and fair opportunities to compete for and participate in the performance of non-federally funded contracts or in the purchase of goods and services procured by the Owner. Consequently, the W/MBE requirements and the Owner's W/MBE Policy and Program will apply to this Contract and are made a part hereof.

25.1.1 The Design-Builder and any subcontractor of the Design-Builder will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Design-Builder will carry out applicable requirements of the Owner's W/MBE Policy and Program in the award and administration of contracts. Failure by the Design-Builder to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Owner deems appropriate which may include, but is not limited to:

25.1.1.1 Withholding monthly progress payments;

25.1.1.2 Assessing sanctions;

25.1.1.3 Liquidated damages; and/or

25.1.1.4 Disqualifying the Design-Builder from future bidding as non-responsible.

25.1.2 The Design-Builder agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any contract, management contract, subcontract, or purchase or lease contract.

25.1.3 The Design-Builder agrees to include the statements in paragraphs (1) and (2) above in any subsequent contract or contract that it enters and cause those businesses to similarly include the statements in further contracts.

25.2 The Design-Builder agrees to ensure that W/MBEs, as defined in the Owner's W/MBE Policy and Program, have the maximum opportunity to participate in the performance of this Contract, and the Design-Builder will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs have the maximum opportunity to compete for and perform subcontracts.

25.3 W/MBE Goals. In compliance with the Owner's W/MBE Policy and Program, the Design-Builder's minimum W/MBE commitment is established as the sum total of the verified Letter(s) of Intent for each portion of the Project submitted with Design-Builder's response. The W/MBE goal stated below is the sum total of the certified W/MBE's listed in the Design-Builder's fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Contract. The Design-Builder will demonstrate that they will subcontract to certified W/MBEs at least 32.1% of the total dollar amount earned on the design phase of the Project.

- 25.4 All W/MBEs interested in participating in contracting/subcontracting opportunities must be certified as eligible W/MBEs before said business enterprises begins their portion of the Services. Only certified W/MBEs will count toward the W/MBE goal. If the Design-Builder fails to achieve the W/MBE expectancy stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 25.5 W/MBE Termination and Substitution: The Design-Builder will not terminate a W/MBE for convenience without the Owner's prior written consent. If a W/MBE is terminated by the Design-Builder with the Owner's consent or because of the W/MBE's default, then the Design-Builder must make a good faith effort, in accordance with the requirements of the Owner's W/MBE Policy and Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.
- 25.6 Reporting Requirements: The Design-Builder agrees that, within 15 days after the expiration of each calendar month during the Term of this Contract beginning on the effective date of this Contract, Design-Builder will provide a W/MBE Utilization Activity report to the Owner's Business Diversity Manager reflecting, as applicable, in a form acceptable to the Owner, the Design-Builder's total dollar value received under this Contract for the applicable period and the amount expended for the purchase of goods and Services from each W/MBE firm during that period, calculated in accordance with the requirements of the Owner's W/MBE Policy and Program.
- 25.7 Monitoring: The Owner will monitor the compliance and good faith efforts of the Design-Builder in meeting these requirements. The Owner will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this subsection, including, but not limited to, records, records of expenditures, contracts between the Design-Builder and the W/MBE participant, and other records pertaining to the W/MBE participation plan, which the Design-Builder will maintain for a minimum of three years following the end of this Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Contract, the Owner reserves the right to review and approve all subleases or subcontracts utilized by the Design-Builder for the achievement of these goals.
- 25.8 Design-Builder agrees to indemnify the Owner from the loss of any funds or other damages that may result from Design-Builder's failure to achieve the W/MBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by Design-Builder or good faith investigation by Owner. Failure of the Design-Builder to make a good faith effort to achieve W/MBE goals will be a material breach of this Contract. The determination of whether Design-Builder's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated W/MBE achievement of the W/MBE commitment is required to be submitted to the Owner.

25.9 In the event of the Design-Builder's non-compliance with the Owner's W/MBE Policy and Program, failure to meet the prescribed W/MBE goal set forth in this Contract, or failure to establish a good faith effort to do so, the Owner will impose such contract sanctions as the Owner may determine to be appropriate, including but not limited to:

25.9.1 Withholding of payments to the Design-Builder under this Contract until the Design-Builder complies; and/or

25.9.2 Assessing sanctions; and/or

25.9.3 Liquidated damages; and/or

25.9.4 Cancellation, termination or suspension of this Contract in whole or in part; and/or

25.9.5 Suspension or debarment of Design-Builder from eligibility to contract with the Owner in the future or to receive bid packages or request for qualification packages, pursuant to the Owner's Policy P414, Suspension/Debarment of Contractors.

## **ARTICLE 26**

### **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that the Design-Builder submitted a false Scrutinized Company Certification as provided in Florida Statutes Section 287.135(5) or any of the following occur with respect to the Design-Builder or a related entity:

- (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or
- (ii) for any contract for goods or services of \$1 million or more,
  - a. it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or
  - b. is engaged in business operations in Cuba or Syria.

## **ARTICLE 27**

### **E-VERIFY REQUIREMENT / UNAUTHORIZED ALIENS**

27.1 In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), all agencies under the direction of the Governor are to include as a condition of all state contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that designers, subconsultants, subcontractors or suppliers performing work

or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the designer, subconsultant, subcontractor or supplier during the contract term. Any projects with Florida Department of Transportation (FDOT) funding will contain this assurance as a condition for any new Joint Participation Agreements dated after January 4, 2011. The Design-Builder will verify all their new employees and will require that their Designers, subconsultants, subcontractors or suppliers verify all their new employees in accordance with the E-Verify requirements set out above. The Design-Builder will execute Attachment 2, E-Verify Certification, to certify and affirm that Design-Builder will comply with the E-Verification requirements of Executive Order Number 11-116.

- 27.2 FDOT considers the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Design-Builder knowingly employs unauthorized aliens, such violation will cause the unilateral termination of this Contract.
- 27.3 By entering into this Contract, the Design-Builder becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor uses the E-Verify system and subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statutes, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of Section 448.095 by the Design-Builder, the Design-Builder may not be awarded a public contract for a period of 1 year after the date of termination.

**ARTICLE 28  
LOBBYING**

No funds received pursuant to this Contract may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

**ARTICLE 29  
RESERVED**

**ARTICLE 30  
NO EQUITABLE ADJUSTMENT**

The Design-Builder's remedies are limited to those remedies specified herein. To the fullest extent permitted by law, the Design-Builder agrees that it is not entitled nor will it seek equitable adjustment of any of the terms of this Contract including, but not limited to, Contract time and compensation. This provision shall take precedence over any conflicting Contract provisions.



**ARTICLE 31**  
**COMPLETE CONTRACT**

This Contract represents the entire agreement and fully integrated Contract between the Owner and the Design-Builder and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the Owner and the Design-Builder.

This Contract entered into as of the day and year first written above.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals by their proper officers, duly authorized to do so.

By the Design-Builder this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name

Print Address

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name / Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name / Address

**Notary for (Company Name)**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization,  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as

(Name of person)

\_\_\_\_\_, for \_\_\_\_\_.

(type of authority)

(name of party on behalf of whom contract was executed)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification  
Type of Identification Produced

By the Authority this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

*(Affix Corporate Seal)*

By: \_\_\_\_\_  
Arthur F. Diehl III, Chairman

**ATTEST:**

\_\_\_\_\_  
Jane Castor, Secretary

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name / Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name / Address

**APPROVED AS TO FORM FOR LEGAL  
SUFFICIENCY:**

By: \_\_\_\_\_  
Michael Kamprath, Assistant General Counsel

**Notary for Hillsborough County Aviation Authority**

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of  physical presence or  online authorization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification  
Type of Identification Produced



| PARKING          |        |
|------------------|--------|
| Available Spaces |        |
| Level 6          | 742    |
| Level 5          | 496    |
| Level 4          | CLOSED |
| Level 3          | CLOSED |
| Level 2          | CLOSED |
| Level 1          | CLOSED |
| Surface          | CLOSED |

# PARCS Equipment Replacement Scope of Work –

Tampa International Airport  
Tampa, Florida

Prepared by:  
Manhattan Construction &  
C&S Engineers, Inc.

Prepared for:  
Hillsborough County Aviation Authority

May 3, 2024



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# I PROJECT UNDERSTANDING

We understand that Tampa International Airport's (TPA) current PARCS system, that controls entry and exit to the Long Term and Short Term Parking Garages, Economy Parking Garage, North Employee Parking Lot, and the SkyCenter Parking Garage has been in service for the better part of 7 years. It will be at the end of its lifespan in approximately 3 years. HCAA has acquired the services of the Manhattan and C&S team to decommission and remove the existing PARCS system and replace in kind.

Further understanding from the RFQ:

*This Project consists of the replacement of parking revenue control system equipment at all public and employee parking facilities, including back office equipment and associated software. In addition to the replacement of such equipment, the Authority desires to improve systems, such as the existing level counting systems, and explore adding new systems such as "find my car stations", "pay on foot stations", or other potential new systems.*

*The following outlines the scope of work for the replacement of the PARCS across TPA. The goal of this replacement is to provide a new system that includes all equipment, hardware, software and incidentals necessary for a fully functioning PARCS. The new equipment is anticipated to be located in the same location as the existing equipment.*

*Not all equipment is needed at all lanes as there are different lane types such as SunPass, Automated, and Cashier lanes that serve the public parking facilities. Employee parking equipment for the North Employee Parking Lot, SkyCenter Parking Garage, and Long Term Parking Garage Level 1 is also included. The following list identifies typical existing equipment that is anticipated to be replaced in each lane:*

*Automated Entry or Exit Stations (w/barcode/QR reader, intercom, Europay, Mastercard, and Visa/Near Field Communication (EMV/NFC) reader, Proximity Card Reader, Pin hole Camera)*

- *Barrier Gates*
- *License Plate Recognition (LPR) Camera systems (post-capture at entry, pre-capture at exit)*
- *AVI -Non-toll readers*
- *Lane Status Signs (LED Variable Message Sign)*
- *Vehicle Loop detectors and inground loops*
- *Uninterrupted power supply (UPS)*
- *SunPass AVI Reader and Signage*
- *Proximity Card Reader on Pedestal w/intercom and cameras*
- *Cashier Stations*

*This Project will also explore the potential of adding the following new features and sub-systems:*

- *Pay-on-foot stations in the Main Terminal or garage areas*
- *Different payment methods*

- *Alternative methods of access*
- *"Find my car" functionality*
- *Additional PTZ cameras at Exit Lane to allow view of drivers, including any increase in video storage*
- *Premium parking areas*
- *Space guidance system*

*In addition to the new equipment installed in the entry and exit lanes, the centralized components are anticipated to be replaced in kind and consist of items such as application servers, PARCS workstations, LPR workstations, and intercom base stations. Existing PARCS test bed in the parking office shall also be replaced to allow full standalone functional testing of the system. The system shall be designed to integrate with existing systems. This includes, but is not limited to, the parking reservation system, business intelligence tool, SunPass, and employee permit system.*

*Work will also include replacement of the existing level count system located in the Short Term, Long Term and Economy Parking Garages. Design-Builder will explore the various technology options to provide a high accuracy level count system.*

*Phasing of Work - It will be necessary to strategically take entry and exit lanes out of service as the construction progresses because the new system will likely not be able to communicate with the existing system. Once the lanes are completed and the system tested, parking operations will be switched over to the new system.*

*The new PARCS vendor/manufacturer will be determined during the design phase of the Project. Respondents should not include any proposals, quotes, or information on specific PARCS vendor/manufacturer in their Response to this Solicitation.*

The Project will consist of the following phases and breakdown:

Part I (Design)

The Design team will submit one package consisting of the following deliverables:

- Project Definition
- Schematic Design (30%)
- Design Development (60%)
  - Early Bidding to Onboard PARCS System Vendor
- Construction Documents (90%)
  - Permit Documents
- Construction Documents (IFC)
  - Develop GMP
- Bidding and Award of Sub-Contractors

Part II (Construction)

- Fabrication and Construction
- Construction Administration

In addition to the above project description, it is understood that some modifications, unknown at this time, may be included in the overall scope. The modifications are referred to as “Premium Parking” in the Scope of Work discussions, which could include premium parking related improvements. A Scope and Fee will be developed and included at a later date for Phase I services and shall only be included with authorization by HCAA for specifically agreed upon services related to this item. At this time the below scope description will not contain any language pertaining to these modifications. Depending on the scope of the modifications, the schedule and budget may require renegotiation at the time these elements of the project are defined.

A detailed description of the scope of services for the above project understanding is below.



## II CORE DESIGN TEAM AND SERVICES

### Manhattan Construction/DuCon Construction

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- |                               |                                    |
|-------------------------------|------------------------------------|
| • Carl Giovenco               | Project Director                   |
| • Joe Breheney                | Construction Project Manager       |
| • John Begani                 | Preconstruction Director           |
| • Nick Catando                | Preconstruction Project Manager    |
| • Eric Vowels                 | Assistant Superintendent           |
| • Julian Jolly                | Electrical Preconstruction Manager |
| • Zakia Atkins                | Scheduler                          |
| • Donald Odom Jr. (DuCon)     | Vice President – Preconstruction   |
| • Ernest F. DuBose II (DuCon) | CEO                                |
| • James Todd Riley (DuCon)    | Superintendent                     |
| • Tarnisha Cliatt (DuCon)     | Community Outreach                 |

### C&S

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- |                            |                          |
|----------------------------|--------------------------|
| • Kerrick Stegmeier II, PE | Design Project Principal |
| • William (Bill) O’Connor  | Design Project Manager   |
| • Rick Swisher, NCARB, AIA | Architectural            |
| • Brandon Warner, PE       | Structural Engineering   |
| • Sean Cao, PE             | Electrical Engineering   |
| • Bryn Currie, PE          | Plumbing Engineering     |
| • Matthew McQuinn, PE      | Mechanical Engineering   |

### Lumin Advisors

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- |                     |                  |
|---------------------|------------------|
| • Michele Krakowski | PARCS Specialist |
| • Adam Krakowski    | PARCS Specialist |

### VoltAir

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- |                    |   |
|--------------------|---|
| • Bryan Zemina     | Plumbing Engineering<br>Mechanical Engineering<br>Fire Protection Engineering |
| • Carl Sowers      | Electrical Engineering  |
| • Julius Davis, PE | Engineer of Record  |

### Gulf Atlantic Engineers

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- |                  |                   |
|------------------|-------------------|
| • Richard Coates | Civil Engineering |
|------------------|-------------------|

# III SCOPE OF SERVICES

## Task 1 Project Definition

The Project Definition Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. Tampa International Airport has requested, as a part of the initial phase, Manhattan and C&S evaluate alternatives through coordination with stakeholders, review of the pre-proposal documents, field investigations, and a practical design approach. Overall result of Project Definition will be incorporated in the 30% Schematic Drawings for review by all stakeholders.

Task 1.01 Up Front Field Work/Investigation/Coordination (all items listed below to be performed and coordinated by entire Design and Construction Team):

Task 1.01.01 Design Project Manager and necessary key design team members will attend a design kickoff meeting with the Manhattan and HCAA teams to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.

Task 1.01.02 Design Team will work with Manhattan to coordinate requirements in all PARCS locations for topographic field surveys, field measuring to verify existing conditions within the areas where the PARCS systems will be replaced, and all relevant areas pertinent to design of the project, and other various field investigative programs including x-ray scanning and/or use of ground penetrating radar (GPR) as necessary.

Task 1.02 Design Team shall acquire the necessary investigation data including scans and surveys to identify areas of concern.

Task 1.02.01 Site walk of parking facilities. The existing conditions and relevant components related to the areas being modified will be reviewed and documented for any noticeable and visible deficiencies. If any are found, HCAA will be notified.

Task 1.02.02 Once field data is compiled, the design team will evaluate all information and work with Manhattan to determine impacts to schedule, cost, and design.

Task 1.03 Material testing, including but not limited to, asbestos, lead, and PCBs, as necessary.

Task 1.04 Setup and attend Stakeholder Workshop to review the following:

- a. Parking goals, pain points
- b. Customer experience requirements
- c. Operating models - levels of automation and cash accommodation
- d. Parking commercial and operational requirements
- e. Finance/audit requirements

- f. Server/network models and requirements
- g. Preventative maintenance and service models and duration

Task 1.05      Develop report form, written document, depicting conceptual project options including narrative and sketch recommendations made during this phase for implementation within the overall design.

Task 1.05.01      PARCS Consulting (Lumin)

- a. Technology Review - provide a market overview of traditional, newer, and cutting edge parking technologies. Include visuals, features, advantages and disadvantages, and the requirements to support and maintain the technologies (labor, equipment, infrastructure). Conduct an onsite workshop to review technology options and obtain stakeholder input.
- b. Draft and review via teleconference the Design Matrix summarizing the Authority's preliminary decisions on technology types, features, and operating model. Infrastructure requirements to support the selected design are identified. The Design Matrix also defines responsibilities for who provides/maintains/and monitors networks, servers, applications, payment gateways, and infrastructure requirements. The design matrix is used to develop the draft technical specification documents.
- c. Revise the Design Matrix. Teleconference with the Authority to review the final Design Matrix. Discuss which PARCS providers best meet the design criteria.
  - ◆ Should the project (HCAA) system criteria limit the number of PARCS vendors available, further investigation/review will be conducted to allow for a broader spectrum of options
- d. Prepare a PARCS provider comparison matrix. Review via teleconference to discuss which providers to consider for the PARCS replacement.

Task 1.05.02      Architectural & MEPS Engineering (C&S & VoltAir)

- a. Perform all tasks described above in Task 1.01
- b. Coordinate with Manhattan and Lumin for impacts of PARCS systems options on all systems

Task 1.05.03      Civil (GAE)

- a. Provide input and direction for surveying activities
- b. Develop as-builts plans based on information received/collected during Tasks 1.01/1.02
- c. Develop narrative scope considerations based on recommendations from PARCS consulting options

Task 1.06      Perform internal quality control review on design report. QA/QC documents will be submitted to HCAA.

Task 1.07      Setup and attend bi-weekly (every other week) meetings with HCAA and stakeholders

Task 1.07.04      Develop agenda and presentations for each meeting to go over progress of design

Task 1.08      Setup and attend coordination meeting to discuss findings and go over report with HCAA.

## Task 2 Schematic Design Phase (30%)

The Schematic Design Phase is intended to further define the selections made during the Project Definition Phase. The design will begin to incorporate the cost-effective and practical solutions identified and the overall results will be incorporated in the 30% Schematic Drawings as a part of this phase for review by all stakeholders.

Task 2.01      Prepare Schematic Drawings (30%) incorporating all design aspects of the project and surrounding site. Submit sufficient copies of design documents to HCAA for review and comment. 30% Design Documents shall consist of the Contract Drawings, QA/QC drawings, Manhattan constructability review and cost estimate.

Task 2.01.01      PARCS Consulting (Lumin)

- a. Using the Design Matrix, draft the 50% PARCS functional specification.
- b. Draft the Equipment Matrix that shows hardware to be procured for each individual lane. Quantities from this are used in the Price Proposal Form to be submitted by the PARCS providers during the bid process.
- c. Draft the Opinion of Probable Cost (OPC) for the PARCS.
- d. Teleconference with the Authority and other stakeholders to review the 50% PARCS functional specification, Equipment Matrix, and OPC.
- e. Create a log of outstanding items needed to complete the functional specification.
  - ◆ Review the log during the weekly project meetings.

Task 2.01.02      Structural (C&S)

- a. Review applicable code and design standards for establishing structural design criteria.
- b. Begin developing environmental loading scheme based on conceptual layout.
- c. Coordinate structural support, anchoring, and mounting as required based on conceptual layout.
- d. Coordinate critical items with civil and MEP systems.

Task 2.01.03      Electrical (C&S – LTPG, STPG; VoltAir – NEP, EPG, SPG)

- a. Review all PARCS equipment preliminary specifications.
- b. Review existing electrical routing and verify power requirements to meet design concept in order to power the equipment.

- c. Review existing fiber routing and verify capacity to meet design concept in order to feed equipment.
- d. Review lighting at areas of work to verify sufficient light levels

Task 2.01.04 Civil (GAE)

- a. Finalize as-built plans and overall site plans
- b. Develop schematic MOT and the operational phasing plans

Task 2.02 Develop an outline of technical specifications.

Task 2.03 Perform internal quality control review on all design documents. QA/QC documents will be submitted to HCAA.

Task 2.04 Design team to coordinate with Manhattan to review cost of itemized task descriptions and probable costs of final scope of work.

Task 2.05 Setup and attend bi-weekly (every other week) meetings with HCAA and stakeholders

Task 2.05.05 Develop agenda and presentations for each meeting to go over progress of design

Task 2.06 Attend one (1) design review meeting with HCAA and stakeholders.

Task 2.07 Manhattan/DuCon Construction Services

Task 2.07.01 Site visits and investigations including: general information gathering, supervision of surveying, testing, selective demolition and investigation services.

Task 2.07.02 Project Management and oversight including attendance in project meetings and conference calls to facilitate overall design effort and coordination with the Authority and stakeholders.

Task 2.07.03 Manhattan will generate a constructability review and report of the documents and review with design team. The Authority will receive the constructability review report with the document submission.

Task 2.07.04 Manhattan will provide schedule, phasing and logistics planning services. These services will include:

- a. Refinement of the project schedule as additional stakeholder's comments, needs and constraints are learned.
- b. Development of the project phasing, staging and other logistics planning.

Task 2.07.05 Manhattan will provide estimating services including schematic budget and estimating case studies and evaluations as needed to facilitate advancement and on-budget delivery of the project.

## Task 3 Design Development (60%)

The Design Development Phase is intended to expand on the selected alternative identified during the Schematic Design Phase to provide realistic design that all stakeholders can review and evaluate based on the facility needs.

The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project.

Task 3.01 Prepare Design Development (60%) Drawings incorporating pertinent design aspects of the project and surrounding site including the updated schedule, cost estimate, and construction phasing plans. Drawings include demolition plans and phasing coordination to ensure that this renovation shall not impact the operation of the airport. Stakeholders input will be incorporated as necessary to verify phasing and layout will meet TPA requirements. Submit sufficient copies of design documents to HCAA for review and comment.

Task 3.01.01 PARCS Consulting (Lumin)

- a. Finalize the PARCS functional specification, Equipment Matrix, and OPC.
- b. Draft the Price Proposal Form (in Excel) and instruction for completing the form.
- c. Draft the Technical Performance and Exceptions Form (in Excel) and instruction for completing the form. The PARCS providers complete the form to indicate performance of system features, which must be achieved for system acceptance.
- d. Prepare a list of technical submittals to be included in the PARCS proposals.
- e. Teleconference with the Authority to review the final functional specification, Price Proposal form, and Technical Performance form.
- f. Review the PARCS RFP documents and provide input for minimum qualifications, evaluation criteria, and procurement timeline.
- g. Attend the preproposal meeting to procure the PARCS and provide the specification highlights at the meeting.
- h. Respond to proposer questions.
- i. Provide a bid analysis that provides responsiveness to the functional specification requirements and total cost of ownership. Teleconference with the Authority to review the bid analysis.
- j. Assist with contract negotiations as needed.

Task 3.01.02 Structural (C&S)

- a. Finalize loading scheme for layout.
- b. Further develop structural support, anchoring, and mounting as needed for PARCS and MEP systems.

Task 3.01.03 Electrical (C&S – LTPG, STPG; VoltAir – NEP, EPG, SPG)

- a. Further develop electrical design concept in order to power the equipment.
- b. Further develop fiber design concept in order to feed the equipment.
- c. Develop details for the equipment required for both power and fiber.
- d. Develop lighting plans as necessary, based on deficiency determined during Task 2
- e. Incorporate any comments provided on SD drawings, PARCS equipment integration, and all outstanding power and lighting concerns.

Task 3.01.04 Civil (GAE)

- a. Finalize traffic signage
- b. Update schematic MOT and the operational phasing plans

Task 3.02 Develop preliminary technical specifications for each trade.

- a. 60% developed specifications will be provided as needed for the design in order to further project and purchase long lead items, determined by Manhattan and Design Team.

Task 3.03 Perform internal quality control review on all design documents. QA/QC documents will be submitted to HCAA.

Task 3.04 Design team to coordinate with Manhattan on preliminary quantity takeoffs of bid items and to review cost of itemized task descriptions and probable costs of final scope of work.

Task 3.05 Setup and attend bi-weekly (every other week) meetings with HCAA and stakeholders

Task 3.05.05 Develop agenda and presentations for each meeting to go over progress of design

Task 3.06 Attend one (1) design review meeting with HCAA and stakeholders.

Task 3.07 Manhattan/DuCon Construction Services

Task 3.07.01 Site visits and investigations including: general information gathering, supervision of surveying, testing, demolition and investigation services.

Task 3.07.02 Project Management and oversight including attendance in project meetings and conference calls to facilitate overall design effort and coordination with Authority and stakeholders.

- Task 3.07.03 Manhattan will generate a constructability review and report of the 60% documents and review with design team. The Authority will receive the constructability report with the document submission.
- Task 3.07.04 Manhattan will provide schedule, phasing and logistics planning services. These services will include:
- a. Refinement of the project schedule as additional stakeholder's comments, needs and constraints are learned.
  - b. Finalize the Project phasing, staging and other logistics plans including removal of demolished materials from garages.
- Task 3.07.05 Manhattan will provide estimating services including design development budget and estimating case studies and evaluations as needed to facilitate advancement and on-budget delivery of the project.
- Task 3.07.06 Manhattan will develop and finalize the PARCS Vendor Request for Proposal (RFP)
- Task 3.07.07 Manhattan will host a Pre-Bid Meeting for all potential PARCS Vendors.
- Task 3.07.08 Manhattan will procure the PARCS vendor following a written submission, shortlist and interview process.
- Task 3.07.09 Manhattan will provide a cash flow analysis with the submission of the design development document submission.
- Task 3.07.10 Manhattan will perform bid scoping, bid tabulations and analysis in conjunction with C&S and the Authority.



## Task 4 Construction Documents (90%)

The services included under this Phase shall generally consist of services required to furnish Manhattan with a complete set of 90% Contract Documents for the Project, including Final Plans and Specifications for the PARCS Replacement.

Services to be performed or furnished during this Phase may include revising the Design Development submittal information to comply with HCAA comments and then completion of the 90% design.

Plans and Specifications, suitable for unit price bidding, will be completed; 90% design will be coordinated with Manhattan and HCAA.

Task 4.01 Prepare 90% Contract Drawings and Specifications incorporating all design aspects of the project and surrounding site to clearly describe the construction requirements for bidding and execution. This work will include dimensioning and delineation of plans, sections, elevations, and details, as well as schedules to define the work. Incorporate 60% design review comment in drawings and specifications. Submit sufficient copies of design documents to HCAA for review and comment.

Task 4.01.01 PARCS Consulting (Lumin)

- a. After the PARCS Vendor kickoff meeting (during the same site visit) conduct an onsite design review meetings with the PARCS provider and Authority stakeholders (Commercial Parking, Parking Operations, IT, Finance, CX, Audit, Marketing/Communications) to define system configurations, integrations, and review PARCS design submittals. Design submittals include hardware cut sheets, power and network design diagrams, conceptual entry and exit lane drawings (just one drawing of each lane type to review before all lanes are drafted), and software/dashboard/report samples.
- b. Teleconference with the Authority and PARCS provider to review the provider's changes to the design submittals. Once the design documents are approved, the provider will install the PARCS Test Environment (currently near the parking operator's offices by the main garage exit plaza).
- c. Onsite 3 days: Conduct parking technology Test Environment Acceptance Tests to confirm required functionality and configuration are accurate and working. Retest as needed (provider pays our costs for re-testing).
- d. Create a TE punchlist and review with the Authority to determine which items must be completed before the production lane installation process can begin .
- e. Review the lane drawings to confirm lane hardware types for each lane and placement.

Task 4.01.02 Structural (C&S)

- a. Finalize structural support, anchoring, and mounting as needed for PARCS and MEP systems.

- b. Review 90% completion level of structural drawings and specifications for feasibility.

Task 4.01.03 Electrical (C&S – LTPG, STPG; VoltAir – NEP, EPG, SPG)

- a. Coordinate with PARCS Vendor for specific equipment requirements.
- b. Finalize electrical design in order to power the equipment.
- c. Finalize fiber design concept in order to feed the equipment.
- d. Finalize details for the equipment required for both power and fiber.
- e. Finalize lighting plans as necessary, based on deficiency determined during Task 2
- f. Incorporate any comments provided on DD drawings, PARCS equipment integration, and all outstanding power and lighting concerns.

Task 4.01.04 Civil (GAE)

- a. Finalize MOT plans and operational phasing plans

Task 4.02 Provide substantially complete technical specifications manual.

Task 4.03 Perform internal quality control review on all design documents. QA/QC documents will be submitted to HCAA.

Task 4.04 Design team to coordinate with Manhattan on detailed quantity takeoffs of all bid items and to review cost of itemized task descriptions and probable costs of final scope of work to refine GMP.

Task 4.05 Setup and attend bi-weekly (every other week) meetings with HCAA and stakeholders

Task 4.05.05 Develop agenda and presentations for each meeting to go over progress of design

Task 4.06 Attend one (1) design review meeting with HCAA and stakeholders.

Task 4.07 Manhattan/DuCon Construction Services

Task 4.07.01 General information site visits

Task 4.07.02 Project Management and oversight including attendance in project meetings and conference calls to facilitate overall design effort and coordination with Authority and stakeholders.

Task 4.07.03 Manhattan will coordinate and submit the permit documents.

Task 4.07.04 Manhattan will generate a constructability review and report of the 90% documents and review with design team. The Authority will receive the constructability review report with the document submission.

- Task 4.07.05 Manhattan will provide schedule, phasing and logistics planning services. These services will include:
- a. Refinement of the project schedule as additional stakeholder's comments, needs and constraints are learned.
  - b. Revise as necessary the Project phasing, staging and other logistics plans including removal of demolished materials from garages.
- Task 4.07.06 Manhattan will provide estimating services including 90% construction document budget and estimating case studies and evaluations as needed to facilitate advancement and on-budget delivery of the project.
- Task 4.07.07 Manhattan will begin work on developing bid packages and scopes of work.
- Task 4.07.08 Manhattan will conduct pre-bid meetings, outreach to maximize MWBE/ DBE and qualified subcontractor participation.

## Task 5 Construction Documents (Issued for Construction)

The services included under this Phase fine-tune the 90% Contract Documents based on all comments received from owner, contractor, AHJ, and all other stakeholders for the final development of the GMP of the Project, including Final Plans and Specifications.

- Task 5.01 All design disciplines to develop and finalize all necessary sections, details, schedules, quantities, and specifications required for final development of GMP, coordination and construction. Prepare IFC Contract Drawings incorporating all design aspects of the project and surrounding site. Submit final documents to HCAA for final review and comment.
- Task 5.01.01 Prepare final technical specifications manual.
- Task 5.01.02 100% Design Documents shall consist of the Contract Drawings, Contract Specifications, QA/QC drawings, Manhattan constructability review, Structural Calculations, and cost estimate
- Task 5.02 Perform internal quality control review on all design documents. QA/QC documents will be submitted to HCAA.
- Task 5.03 Coordinate with estimator on detailed quantity takeoffs of all bid items to finalize GMP
- Task 5.04 Setup and attend bi-weekly (every other week) meetings with HCAA and stakeholders
- Task 5.04.01 Develop agenda and presentations for each meeting to go over progress of design

- Task 5.05 Attend a final review meeting with HCAA to discuss and resolve final comments.
- Task 5.06 Scopes of work will be finalized and bid. The received bids will be scoped, tabulated, analyzed and submitted to the Authority for review.
- Task 5.07 Part 2 GMP will be compiled and submitted to the Authority for review and approval.

## IV CAD APPROACH

The Design-Build team will use AutoDesk AutoCAD (or AutoDesk Revit exported to AutoCAD files) to develop various systems in concert with one another to produce a coordinated set of construction documents.

The Design-Build team will setup a kickoff meeting with the HCAA CAD Manager to align expectations prior to beginning the drafting process. It is understood that C&S will be provided the HCAA CAD standards prior to commencement of the drafting process (assumed during initial meeting with the HCAA CAD Manager).

The construction documents will be submitted at milestone reviews, and finally as Permit Documents for bidding and construction. A separate specifications manual will be provided with the Permit documents.

## V ANTICIPATED SCHEDULE

See schedule attached provided as a separate document depicting dates and durations of above scope of services.

Note that permit review durations vary. C&S commits to no more than 2 weeks to address permit comments upon receipt of all discipline reviews from AHJ.

Estimated construction duration is as shown in schedule. Fees may require modification should schedule be extended.

## VI BIDDING & AWARD PHASE

1. Assist Manhattan during bidding period. Attend pre-bid meetings as necessary, perform bid review, and respond to Sub-Contractor RFI's and questions.
2. Manhattan shall perform reproduction and distribution of all bid documents.

## VII CONSTRUCTION ADMINISTRATION SERVICES

Design Team will perform submittal and shop drawing review, as well as providing responses to Requests for Information. Submittals will be returned within (10) working days of receipt and RFIs will be returned within (5) working days of receipt.

C&S, and Sub-consultants will perform (36) site visits per design discipline throughout construction to perform, at a minimum, the following:

1. Rebar installation completion and MEP rough-in prior to concrete pour
2. Major Equipment installation milestones
3. Miscellaneous milestones deemed necessary by Manhattan.
4. Commissioning of equipment
  - a. Conduct Lane Acceptance Tests of each lane. Group lanes for onsite test. Usually three 4-day trips for the STLT garages and two 3-day trips for the Economy garages and other parking facilities.
  - b. Conduct Software Module Acceptance Tests (examples: LPR performance, prebooking, frequent parker/loyalty, scan & pay app, other apps. The are grouped together as much as possible to reduce test trips.
  - c. Conduct Payments Acceptance Tests that includes confirming charges from the device to the gateway, processor, and bank. Also confirm features for refunds and reporting.
  - d. Conduct Integrations Tests such as counts sent to a mobile app or website or APIs to BI and CRM platforms.
    - i. Reporting and accuracy tests of counting system included

- e. Conduct a 30-day Operational Acceptance Test, which involves a planning meeting to determine roles, responsibilities, and documentation. Teleconferences daily, then every other day or less depending on how the testing is going.
- f. For each test, summarize test results in a PARCS punchlist. Retest as required.
- g. Assist with system acceptance and project closeout

#### 5. Punch Walk

C&S project manager(s) will also attend weekly virtual/conference call HCAA/Manhattan meetings and attend bi-weekly site visits throughout construction based on the schedule provided, included in the above scope of services. Design Discipline leads will attend a total of five (5) each weekly virtual/conference calls on an as requested/needed basis. It is understood that unforeseen conditions arise, and C&S will address additional site visits on a case-by-case basis.

## VIII TRAVEL REQUIREMENTS

Given the scope and complexity of this project, Manhattan and C&S have assembled a team of experts, some which will be traveling from out of the tri-county area. The design discipline leads and various members will strategically be traveling into the Tampa area for coordination with Manhattan and HCAA to attend meetings and perform field/site visits. The following assumptions and guidelines helped develop of the allowances for direct expense related fees (shown in attached fee spreadsheets):

1. Assumed seven team members traveling once during Schematic Phase and once during 90% Design phase for initial site walk and final/verification site walk, respectively.
  - a. Schematic Phase Site walk anticipated to take 3 days. Allowance accounts for overnight stay for all team members
  - b. 90% Final/Verification Site walk anticipated to take 2 days. Allowance accounts for overnight stay for all team members
2. Assumed four team members traveling once monthly during design for coordination meeting with HCAA

Assumed each design discipline will have one team member travel once monthly during construction for the duration of construction operations to attend on site meeting or meeting with HCAA

## IX PART 1 MEETINGS

Manhattan and C&S anticipate that, at a minimum, the following meetings throughout the design phase (Part 1) of the project will be required. It is understood that as conditions develop and the need arises for an additional meetings, outside of the below list, the project team will notify HCAA with ample time to gather the appropriate parties for coordination of specific items. The meeting anticipated are as follows:

1. Kickoff Meeting with all stakeholders as deemed necessary by HCAA
2. Design Workshop during Project Definition Phase
3. Review and Coordination of the Project Definition Documents
4. Review and Coordination of the Schematic Design (30%) Documents
5. Review and Coordination of the Design Development (60%) Documents
6. Review and Coordination of the Construction Documents (90%)
7. Review of the 100% Construction Documents and GMP

In addition to the above meetings, C&S Project Manager, along with Manhattan Construction will participate in bi-weekly (every other week) meetings during design for coordination purposes and to allow for informal review and decision making. These meeting times will be set at the commencement of the project.

Manhattan and C&S will develop an agenda for each meeting and send to team 2 days prior to the meeting for involvement of appropriate parties.



# X EXCLUSIONS & ASSUMPTIONS

The conditions or considerations in developing the scope and fee for the project described above include:

1. Manhattan and C&S have allowed for one coordination meeting bi-weekly (every other week) with client and contractor for Project Manager and one coordination meeting per month for each design discipline lead for a duration of 14 months.
2. Assumed that since this project budget is less than half of the total construction cost of the parking garages and area of construction being modified is less than 50% of the total square footage of the parking garages, the design will comply with the Florida Existing Building Code and will not require all systems meet the latest code requirements. Design team shall meet with AHJ during initial phase of project to confirm this assumption and coordinate with HCAA.
3. Reproduction and distribution of bid documents shall be provided by the Manhattan.
4. It is assumed all field investigation, surveying, scanning, etc. will be complete by commencement of the Design Development (60%) stage for use in the design process.
5. The BIM design process and use of Revit are assumed for design team coordination purposes. It is assumed HCAA is not expecting modeling beyond what is necessary for coordination and to produce construction documents.
6. The proposed engineering fee assumes the Project in its entirety will be designed and submitted in four packages:
  - a. STPG & LTPG
  - b. SkyCenter Parking Garage
  - c. Economy Parking Garage
  - d. North Employee Parking Lot
7. Design layout narrative and sketch recommendations will be made during Project Definition phase with minimal generation of drawings as necessary to convey the overall scheme.
8. Manhattan and C&S will provide a design with sustainable considerations in mind and as available to the project. However, it is assumed any type of green certification is not a facility requirement and not part of this project. Notwithstanding, Manhattan and C&S will comply with Owner's sustainability requirements.
9. A guarantee or warranty, expressed or implied, of the adequacy of any preexisting building components or conditions is excluded. No effort is currently included in the project to update or upgrade systems

to meet code if currently deficient. Manhattan will bring that to the Authority's attention during design and will be addressed as additional services. Manhattan is currently assuming that none of the project areas will require any modifications related to upgrading to meet current code.

10. The following items are excluded from the above scope of services:
  - a. Stormwater BMP, ISR calculations, drainage calculations.
  - b. Utility design, SUE, Pipe relocations.
  - c. Traffic analysis, signalization, and modeling.
  - d. Environmental permitting (SWFWMD, DEP, etc.).
  - e. Pavement markings and channelization
  - f. Pavement demolition and restoration, and curb and gutter details
11. Pavement Markings and Channelization plans are excluded. It is assumed that no pavement modifications will be required as a part of this scope of services.
12. Architectural services will be limited to the Project Definition Phase. All other Architectural services are excluded from this scope of services.
13. Mechanical engineering services are excluded from this scope of services.
14. Structural engineering scope of work is limited to anchorage of new equipment. Other modifications or structural engineering required will be evaluated on an as needed basis and will incur additional fees.
  - a. Structural calculations package is excluded. C&S does not believe at this time that it will be required for permitting.
15. BIM, Renderings, or any variation of 3D modeling/visualization is excluded from the above scope of services.
  - a. Presentations or representations for visualization purposes to HCAA during the design process will be limited to field photos or 2D drafting views to depict future built environment.

## XI ADDITIONAL SERVICES

Additional scope items will be handled as required by the Part 1 Contract.



## XII SCHEDULE OF FEES

See attached spreadsheet breakdown for full schedule of fees.





## Project Definition

| C&S  |                                |              |           |             |              |             |          |          |             |             |             |      |              |
|--|--------------------------------|--------------|-----------|-------------|--------------|-------------|----------|----------|-------------|-------------|-------------|------|--------------|
| Replace Parking Revenue Control System (PARCS) Equipment |                                |              |           |             |              |             |          |          |             |             |             |      |              |
| HCAA Project Number: 7215 24                             |                                |              |           |             |              |             |          |          |             |             |             |      |              |
| 5/3/2024 (Revised 5/16/2024)                             |                                |              |           |             |              |             |          |          |             |             |             |      |              |
| Scope/Task   |                                | DM           | Prin. Eng | CE          | Sr. PE       | PE          | Eng      | Designer | Prin. Arch  | Architect   | SAD         |      | Total        |
|  |                                | Hours        | Hours     | Hours       | Hours        | Hours       | Hours    | Hours    | Hours       | Hours       | Hours       |      |              |
| Basic Design Services                                    |                                |              |           |             |              |             |          |          |             |             |             |      |              |
| Task 1 - Project Definition                              |                                |              |           |             |              |             |          |          |             |             |             |      |              |
| 1.01   | Up Front Work                  | 8            |           | 4           | 16           |             |          |          | 4           | 4           | 4           |      | 40           |
| 1.02   | Field Work                     | 8            |           | 8           | 16           | 8           |          |          | 8           | 16          | 16          |      | 80           |
| 1.03   | Material Testing               | 4            |           |             |              |             |          |          |             |             |             |      | 4            |
| 1.04   | Workshop                       | 8            |           | 4           | 4            |             |          |          |             |             |             |      | 16           |
| 1.05   | Report                         | 8            |           | 16          | 36           | 8           |          |          |             | 4           | 8           |      | 80           |
| 1.06   | QA/QC                          | 5            |           | 8           | 4            | 2           |          |          |             |             |             |      | 19           |
| 1.07   | Bi-Weekly Mtgs                 | 24           |           | 4           | 4            |             |          |          | 8           | 16          |             |      | 56           |
| 1.08   | Review Mtg                     | 4            |           | 1           | 1            |             |          |          | 4           | 4           |             |      | 14           |
|  |                                |              |           |             |              |             |          |          |             |             |             |      | 0            |
|  | <b>Subtotal Hours</b>          | 69.00        | -         | 45.00       | 81.00        | 18.00       | -        | -        | 24.00       | 44.00       | 28.00       | -    | 309          |
|  | Rate                           | \$ 78.00     | \$ 72.00  | \$ 64.50    | \$ 57.80     | \$ 52.50    | \$ 48.00 | \$ 35.60 | \$ 73.00    | \$ 47.50    | \$ 40.00    | \$ - |              |
|  | Subtotal Direct Labor          | \$ 5,382.00  | \$ -      | \$ 2,902.50 | \$ 4,681.80  | \$ 945.00   | \$ -     | \$ -     | \$ 1,752.00 | \$ 2,090.00 | \$ 1,120.00 | \$ - | \$ 18,873.30 |
|  | Subtotal Burdened Labor @ 3.03 | \$ 16,307.46 | \$ -      | \$ 8,794.58 | \$ 14,185.85 | \$ 2,863.35 | \$ -     | \$ -     | \$ 5,308.56 | \$ 6,332.70 | \$ 3,393.60 | \$ - | \$ 57,186.10 |

| VOLTAIR  |                                |           |             |            |             |             |             |            |             |            |           |      |              |
|--|--------------------------------|-----------|-------------|------------|-------------|-------------|-------------|------------|-------------|------------|-----------|------|--------------|
| Replace Parking Revenue Control System (PARCS) Equipment |                                |           |             |            |             |             |             |            |             |            |           |      |              |
| HCAA Project Number: 7215 24                             |                                |           |             |            |             |             |             |            |             |            |           |      |              |
| 5/3/2024 (Revised 5/16/2024)                             |                                |           |             |            |             |             |             |            |             |            |           |      |              |
| Scope/Task   |                                | Principal | Dir. of EE  | Dir. of ME | Sr. EE      | EE II       | EE I        | Sr. PL Des | Sr. ME Des. | BIM Coord. | Clerical  |      | Total        |
|  |                                | Hours     | Hours       | Hours      | Hours       | Hours       | Hours       | Hours      | Hours       | Hours      | Hours     |      |              |
| Basic Design Services                                    |                                |           |             |            |             |             |             |            |             |            |           |      |              |
| Task 1 - Project Definition                              |                                |           |             |            |             |             |             |            |             |            |           |      |              |
| 1.01   | Up Front Work                  |           |             |            | 1           | 4           | 4           |            |             |            |           |      | 9            |
| 1.02   | Field Work                     |           |             |            |             | 8           | 16          |            |             |            |           |      | 24           |
| 1.03   | Material Testing               |           |             |            |             |             |             |            |             |            |           |      | 0            |
| 1.04   | Workshop                       |           |             |            | 2           | 2           | 2           |            |             |            |           |      | 6            |
| 1.05   | Report                         |           |             |            | 2           | 8           | 8           |            |             |            | 2         |      | 20           |
| 1.06   | QA/QC                          |           | 2           |            | 2           | 2           | 8           |            |             |            | 2         |      | 16           |
| 1.07   | Bi-Weekly Mtgs                 |           | 2           |            | 4           | 8           |             |            |             |            |           |      | 14           |
| 1.08   | Review Mtg                     |           | 2           |            | 2           | 2           | 2           |            |             |            |           |      | 8            |
|  |                                |           |             |            |             |             |             |            |             |            |           |      | 0            |
|  | <b>Subtotal Hours</b>          | -         | 6.00        | -          | 13.00       | 34.00       | 40.00       | -          | -           | -          | 4.00      | -    | 97           |
|  | Rate                           | \$ 94.29  | \$ 96.15    | \$ 85.79   | \$ 90.07    | \$ 56.94    | \$ 56.57    | \$ 60.64   | \$ 57.19    | \$ 55.23   | \$ 30.25  | \$ - |              |
|  | Subtotal Direct Labor          | \$ -      | \$ 576.90   | \$ -       | \$ 1,170.91 | \$ 1,935.96 | \$ 2,262.80 | \$ -       | \$ -        | \$ -       | \$ 121.00 | \$ - | \$ 6,067.57  |
|  | Subtotal Burdened Labor @ 3.53 | \$ -      | \$ 2,036.46 | \$ -       | \$ 4,133.31 | \$ 6,833.94 | \$ 7,987.68 | \$ -       | \$ -        | \$ -       | \$ 427.13 | \$ - | \$ 21,418.52 |





















100% Documents (Issued for Construction)

| MANHATTAN CONSTRUCTION                                   |                                |               |                 |                |             |               |               |             |      |      |      |      |              |
|--|--------------------------------|---------------|-----------------|----------------|-------------|---------------|---------------|-------------|------|------|------|------|--------------|
| Replace Parking Revenue Control System (PARCS) Equipment |                                |               |                 |                |             |               |               |             |      |      |      |      |              |
| HCAA Project Number: 7215 24                             |                                |               |                 |                |             |               |               |             |      |      |      |      |              |
| 5/3/2024 (Revised 5/16/2024)                             |                                |               |                 |                |             |               |               |             |      |      |      |      |              |
| Scope/Task   |                                | Proj Dir - CG | Precon Dir - JB | Precon PM - NC | APM - JB    | Asst Sup - EV | Elec. PM - JJ | Sched - ZA  |      |      |      |      | Total        |
| Preconstruction Services / Estimating                    |                                | Hours         | Hours           | Hours          | Hours       | Hours         | Hours         | Hours       |      |      |      |      |              |
| Task 5 - Construction Documents (IFC)                    |                                |               |                 |                |             |               |               |             |      |      |      |      |              |
| 5.04   | Bi-Weekly Mtgs                 | 20            | 10              | 6              | 16          | 4             | 4             |             |      |      |      |      | 60           |
| 5.05   | Review Mtg                     | 4             | 4               |                | 4           |               |               | 4           |      |      |      |      | 16           |
| 5.06   | Reconcile Bids                 | 8             | 12              | 16             | 8           |               | 4             |             |      |      |      |      | 48           |
| 5.07   | Part 2 GMP                     | 20            | 16              | 16             | 20          | 4             | 4             | 8           |      |      |      |      | 88           |
|  |                                |               |                 |                |             |               |               |             |      |      |      |      | 0            |
|  | <b>Subtotal Hours</b>          | 52.00         | 42.00           | 38.00          | 48.00       | 8.00          | 12.00         | 12.00       | -    | -    | -    | -    | 212          |
|  | Rate                           | \$ 81.73      | \$ 101.92       | \$ 57.69       | \$ 45.67    | \$ 43.27      | \$ 75.25      | \$ 44.71    | \$ - | \$ - | \$ - | \$ - |              |
|  | Subtotal Direct Labor          | \$ 4,249.96   | \$ 4,280.64     | \$ 2,192.22    | \$ 2,192.16 | \$ 346.16     | \$ 903.00     | \$ 536.52   | \$ - | \$ - | \$ - | \$ - | \$ 14,700.66 |
|  | Subtotal Burdened Labor @ 2.12 | \$ 9,009.92   | \$ 9,074.96     | \$ 4,647.51    | \$ 4,647.38 | \$ 733.86     | \$ 1,914.36   | \$ 1,137.42 | \$ - | \$ - | \$ - | \$ - | \$ 31,165.40 |

| DUCON CONSTRUCTION                                       |                                |                |             |             |           |      |      |      |      |      |      |      |             |
|--|--------------------------------|----------------|-------------|-------------|-----------|------|------|------|------|------|------|------|-------------|
| Replace Parking Revenue Control System (PARCS) Equipment |                                |                |             |             |           |      |      |      |      |      |      |      |             |
| HCAA Project Number: 7215 24                             |                                |                |             |             |           |      |      |      |      |      |      |      |             |
| 5/3/2024 (Revised 5/16/2024)                             |                                |                |             |             |           |      |      |      |      |      |      |      |             |
| Scope/Task   |                                | VP Precon - DO | CEO - ED    | Sup - TR    | Comm - TC |      |      |      |      |      |      |      | Total       |
| Preconstruction Services / Estimating                    |                                | Hours          | Hours       | Hours       | Hours     |      |      |      |      |      |      |      |             |
| Task 5 - Construction Documents (IFC)                    |                                |                |             |             |           |      |      |      |      |      |      |      |             |
| 5.04   | Bi-Weekly Mtgs                 | 8              | 2           | 4           |           |      |      |      |      |      |      |      | 14          |
| 5.05   | Review Mtg                     | 4              | 4           |             |           |      |      |      |      |      |      |      | 8           |
| 5.06   | Reconcile Bids                 | 8              |             | 8           |           |      |      |      |      |      |      |      | 16          |
| 5.07   | Part 2 GMP                     | 8              | 4           | 8           | 2         |      |      |      |      |      |      |      | 22          |
|  |                                |                |             |             |           |      |      |      |      |      |      |      | 0           |
|  | <b>Subtotal Hours</b>          | 28.00          | 10.00       | 20.00       | 2.00      | -    | -    | -    | -    | -    | -    | -    | 60          |
|  | Rate                           | \$ 55.00       | \$ 72.12    | \$ 45.00    | \$ 35.00  | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |             |
|  | Subtotal Direct Labor          | \$ 1,540.00    | \$ 721.20   | \$ 900.00   | \$ 70.00  | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,231.20 |
|  | Subtotal Burdened Labor @ 1.99 | \$ 3,064.60    | \$ 1,435.19 | \$ 1,791.00 | \$ 139.30 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,430.09 |

| C&S  |                                |             |           |              |              |             |          |             |            |           |          |      |              |
|--|--------------------------------|-------------|-----------|--------------|--------------|-------------|----------|-------------|------------|-----------|----------|------|--------------|
| Replace Parking Revenue Control System (PARCS) Equipment |                                |             |           |              |              |             |          |             |            |           |          |      |              |
| HCAA Project Number: 7215 24                             |                                |             |           |              |              |             |          |             |            |           |          |      |              |
| 5/3/2024 (Revised 5/16/2024)                             |                                |             |           |              |              |             |          |             |            |           |          |      |              |
| Scope/Task   |                                | DM          | Prin. Eng | CE           | Sr. PE       | PE          | Eng      | Designer    | Prin. Arch | Architect | SAD      |      | Total        |
| Basic Design Services                                    |                                | Hours       | Hours     | Hours        | Hours        | Hours       | Hours    | Hours       | Hours      | Hours     | Hours    |      |              |
| Task 5 - Construction Documents (IFC)                    |                                |             |           |              |              |             |          |             |            |           |          |      |              |
| 5.01.01  | Specifications Manual          | 4           |           | 24           | 24           | 2           |          |             |            |           |          |      | 54           |
| 5.01.02  | Construction Documents         | 4           |           | 16           | 40           | 4           |          | 8           |            |           |          |      | 72           |
| 5.02   | QA/QC                          | 9           |           | 16           | 8            | 2           |          | 2           |            |           |          |      | 37           |
| 5.03   | Review Costs                   | 2           |           | 8            | 8            |             |          |             |            |           |          |      | 18           |
| 5.04   | Bi-Weekly Mtgs                 | 12          |           | 4            | 4            |             |          |             |            |           |          |      | 20           |
| 5.05   | Review Mtg                     | 4           |           | 2            | 2            |             |          |             |            |           |          |      | 8            |
| 5.06   | Reconcile Bids                 | 2           |           | 4            | 4            |             |          |             |            |           |          |      | 10           |
|  |                                |             |           |              |              |             |          |             |            |           |          |      | 0            |
|  |                                |             |           |              |              |             |          |             |            |           |          |      | 0            |
|  | <b>Subtotal Hours</b>          | 37.00       | -         | 74.00        | 90.00        | 8.00        | -        | 10.00       | -          | -         | -        | -    | 219          |
|  | Rate                           | \$ 78.00    | \$ 72.00  | \$ 64.50     | \$ 57.80     | \$ 52.50    | \$ 48.00 | \$ 35.60    | \$ 73.00   | \$ 47.50  | \$ 40.00 | \$ - |              |
|  | Subtotal Direct Labor          | \$ 2,886.00 | \$ -      | \$ 4,773.00  | \$ 5,202.00  | \$ 420.00   | \$ -     | \$ 356.00   | \$ -       | \$ -      | \$ -     | \$ - | \$ 13,637.00 |
|  | Subtotal Burdened Labor @ 3.03 | \$ 8,744.58 | \$ -      | \$ 14,462.19 | \$ 15,762.06 | \$ 1,272.60 | \$ -     | \$ 1,078.68 | \$ -       | \$ -      | \$ -     | \$ - | \$ 41,320.11 |



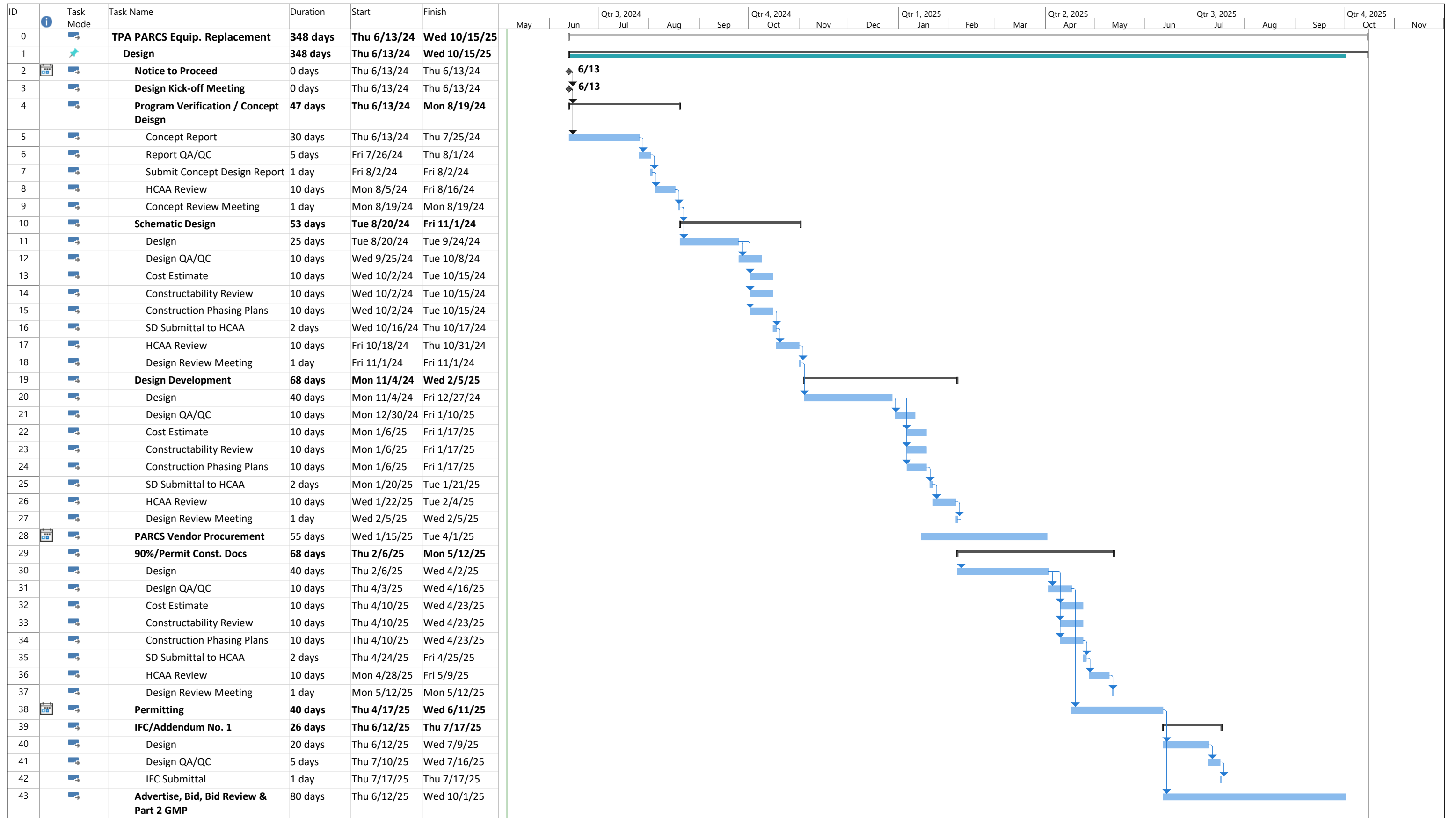


## Construction Administration

| C&S   |  |              |           |          |              |              |          |             |            |           |          |      |              |
|---|--|--------------|-----------|----------|--------------|--------------|----------|-------------|------------|-----------|----------|------|--------------|
| <b>Replace Parking Revenue Control System (PARCS) Equipment</b> |  |              |           |          |              |              |          |             |            |           |          |      |              |
| HCAA Project Number: 7215 24                                    |  |              |           |          |              |              |          |             |            |           |          |      |              |
| 5/3/2024 (Revised 5/16/2024)                                    |  |              |           |          |              |              |          |             |            |           |          |      |              |
| Scope/Task  |  | DM           | Prin. Eng | CE       | Sr. PE       | PE           | Eng      | Designer    | Prin. Arch | Architect | SAD      |      | Total        |
|   |  | Hours        | Hours     | Hours    | Hours        | Hours        | Hours    | Hours       | Hours      | Hours     | Hours    |      |              |
| Construction Administration Services                            |  |              |           |          |              |              |          |             |            |           |          |      |              |
| Section VII - Construction Administration                       |  |              |           |          |              |              |          |             |            |           |          |      |              |
| Site Visits/Field Reports                                       |  | 40           |           |          | 24           | 68           |          |             |            |           |          |      | 132          |
| Submittals, RFI's, Shop Drawings                                |  | 80           |           |          | 40           | 84           |          | 16          |            |           |          |      | 220          |
| Meetings (Weekly)   |  | 70           |           |          |              | 66           |          |             |            |           |          |      | 136          |
| Project Closeout  |  | 8            |           |          | 8            | 10           |          | 4           |            |           |          |      | 30           |
|   |  |              |           |          |              |              |          |             |            |           |          |      | 0            |
| <b>Subtotal Hours</b>   |  | 198.00       |           |          | 72.00        | 228.00       |          | 20.00       |            |           |          |      | 518          |
| Rate  |  | \$ 78.00     | \$ 72.00  | \$ 64.50 | \$ 57.80     | \$ 52.50     | \$ 48.00 | \$ 35.60    | \$ 73.00   | \$ 47.50  | \$ 40.00 | \$ - |              |
| Subtotal Direct Labor   |  | \$ 15,444.00 | \$ -      | \$ -     | \$ 4,161.60  | \$ 11,970.00 | \$ -     | \$ 712.00   | \$ -       | \$ -      | \$ -     | \$ - | \$ 32,287.60 |
| Subtotal Burdened Labor @ 3.03                                  |  | \$ 46,795.32 | \$ -      | \$ -     | \$ 12,609.65 | \$ 36,269.10 | \$ -     | \$ 2,157.36 | \$ -       | \$ -      | \$ -     | \$ - | \$ 97,831.43 |

| VOLTAIR   |  |           |             |            |             |              |              |            |             |             |           |      |              |
|---|--|-----------|-------------|------------|-------------|--------------|--------------|------------|-------------|-------------|-----------|------|--------------|
| <b>Replace Parking Revenue Control System (PARCS) Equipment</b> |  |           |             |            |             |              |              |            |             |             |           |      |              |
| HCAA Project Number: 7215 24                                    |  |           |             |            |             |              |              |            |             |             |           |      |              |
| 5/3/2024 (Revised 5/16/2024)                                    |  |           |             |            |             |              |              |            |             |             |           |      |              |
| Scope/Task  |  | Principal | Dir. of EE  | Dir. of ME | Sr. EE      | EE II        | EE I         | Sr. PL Des | Sr. ME Des. | BIM Coord.  | Clerical  |      | Total        |
|   |  | Hours     | Hours       | Hours      | Hours       | Hours        | Hours        | Hours      | Hours       | Hours       | Hours     |      |              |
| Construction Administration Services                            |  |           |             |            |             |              |              |            |             |             |           |      |              |
| Section VII - Construction Administration                       |  |           |             |            |             |              |              |            |             |             |           |      |              |
| Site Visits/Field Reports                                       |  |           |             |            | 2           | 8            | 24           |            |             |             |           |      | 34           |
| Submittals, RFI's, Shop Drawings                                |  | 2         | 8           |            | 16          | 24           | 40           |            |             | 8           |           |      | 98           |
| Meetings (Weekly)   |  |           |             |            |             | 35           |              |            |             |             |           |      | 35           |
| Project Closeout  |  |           | 1           |            | 2           | 8            | 24           |            |             | 2           | 4         |      | 41           |
|   |  |           |             |            |             |              |              |            |             |             |           |      | 0            |
| <b>Subtotal Hours</b>   |  | 2.00      | 9.00        | -          | 20.00       | 75.00        | 88.00        | -          | -           | 10.00       | 4.00      | -    | 208          |
| Rate  |  | \$ 94.29  | \$ 96.15    | \$ 85.79   | \$ 90.07    | \$ 56.94     | \$ 56.57     | \$ 60.64   | \$ 57.19    | \$ 55.23    | \$ 30.25  | \$ - |              |
| Subtotal Direct Labor   |  | \$ 188.58 | \$ 865.35   | \$ -       | \$ 1,801.40 | \$ 4,270.50  | \$ 4,978.16  | \$ -       | \$ -        | \$ 552.30   | \$ 121.00 | \$ - | \$ 12,777.29 |
| Subtotal Burdened Labor @ 3.53                                  |  | \$ 665.69 | \$ 3,054.69 | \$ -       | \$ 6,358.94 | \$ 15,074.87 | \$ 17,572.90 | \$ -       | \$ -        | \$ 1,949.62 | \$ 427.13 | \$ - | \$ 45,103.83 |





|  |           |                 |                    |                       |                |                    |                 |
|--|-----------|-----------------|--------------------|-----------------------|----------------|--------------------|-----------------|
| Project: TPA PARCS Equip. Repl<br>Date: Mon 5/6/24 | Task      | Summary         | Inactive Milestone | Duration-only         | Start-only     | External Milestone | Manual Progress |
|  | Split     | Project Summary | Inactive Summary   | Manual Summary Rollup | Finish-only    | Deadline           |                 |
|  | Milestone | Inactive Task   | Manual Task        | Manual Summary        | External Tasks | Progress           |                 |



Hillsborough County Aviation Authority  
PO Box 22287  
Tampa, FL 33622  
Telephone: 813-870-8700

### E-Verify Certification

#### Replace Parking Revenue Control System (PARCS) Equipment

This certification is required in accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095.

The State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), and any projects with Florida Department of Transportation (FDOT) funding as part of a Joint Participation Agreement between FDOT and the Authority, require, as a condition of all contracts for the provision of goods or services, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of the contract, and an express requirement that contractors include in subcontracts the requirement that subcontractors performing work or providing services pursuant to the contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company: \_\_\_\_\_ FID or EIN No.: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

I, \_\_\_\_\_, as a representative of \_\_\_\_\_,

certify and affirm that this company will comply with the E-Verification requirements of Executive Order Number 11-116 and Fla. Stat. Section 448.095.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

[Affix Corporate Resolution if not signed by the President or Vice President of the Company]

Design-Builder agrees to provide its full limits for every policy specified herein, without restriction or reduction, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, shall require the same of all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, which makes the insurance more restrictive than the coverage required, the Design-Builder agrees to remain responsible and obligated to make the Owner whole as if the Design-Builder and all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier fully met the insurance requirements of the contract. Every policy shall be maintained without interruption or amendment throughout the life of this Contract, including but not limited to any warranty or limitation periods, and for any period of extension described herein. In the event the Design-Builder becomes in default of any requirement, the Owner reserves the right to take whatever actions deemed necessary to protect its interests. The Design-Builder shall require every policy, other than Workers' Compensation, Employer's Liability and Professional Liability, to be endorsed to include the Owner, members of the Owner's governing body, and the Owner's officers, volunteers, agents, and its employees as additional insureds. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, Design-Builder shall also ensure that the Florida Department of Transportation is added as an additional insured on the Commercial General Liability policy of the Design-Builder. There shall be no language in any policy, endorsement, or exclusion that reduces or limits recovery to any amount less than the full policy limits. The Design-Builder will submit evidence that it, and to the extent required by the Florida Department of Transportation Public Grant Agreement, all subcontractors, suppliers, consultants, and subconsultants at each tier has complied with this provision to the Owner before any work or service commences under this contract. Such evidence shall describe the full policy limits along with any deductible, retentions, attachment point, and any deviation from a fully insured program.

#### Workers' Compensation/Employer's Liability

The Design-Builder shall not allow its coverage, or that of any of its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier, to drop below or become encumbered below the following minimum limits of insurance:

|                         |                     |
|-------------------------|---------------------|
| Part One:               | "Florida Statutory" |
| Part Two:               |                     |
| Each Accident           | \$1,000,000         |
| Disease – Policy Limit  | \$1,000,000         |
| Disease – Each Employee | \$1,000,000         |

It is the responsibility of the Design-Builder to ensure that all entities and person(s) working for or behalf of itself or any contractor, subcontractor, supplier, subconsultant, independent contractor, sole proprietorship, partner, "leased employee", person obtained through a professional employer organization ("PEO's"), operator, and any personnel obtained under an agreement, including equipment rental agreements have Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law.

#### Commercial General Liability

The Design-Builder will maintain and ensure that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier have Commercial General Liability insurance providing continuous coverage for all liability resulting out of, or in connection with, any ongoing operations performed by,

INSURANCE REQUIREMENTS

ATTACHMENT 3, INSURANCE REQUIREMENTS

including the use or occupancy of Owner premises, or on behalf of the Design-Builder under this Contract. The insurance required under this contract shall be the full policy limits without reduction or limitation.

The limits of coverage required shall apply fully to the work or operations performed under this Contract and may not be shared with or diminished by claims unrelated to this Contract. The coverage cannot contain any deductible, retention or self-insurance without prior approval of the Owner and must clearly identify any such deductible, retention or other than a fully insured plan. Any deductible, retention, or self-insurance will be the responsibility of and paid by the First Named Insured and not by the Owner. To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, the Commercial General Liability insurance of Design-Builder may not contain or be subject to any self-insured retentions.

Such coverage shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. It is to be written on an "occurrence" basis on a form no more restrictive than ISO Form CG 00 01 10 01 and shall include Products/Completed Operations coverage. Additional insured coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01. The policy or policies shall not include a Contractual Liability Limitation (ISO CG 21 39), a Limitation of Coverage to Designated Premises or Project (CG 21 44), or any endorsement that similarly restricts or limits coverage to the Owner. The Design-Builder shall not allow its coverage to drop below or become encumbered below the following minimum limits of insurance:

|                                   | <u>Contract Specific</u> |
|-----------------------------------|--------------------------|
| General Aggregate                 | \$1,000,000              |
| Each Occurrence                   | \$1,000,000              |
| Personal and Advertising Injury   | \$1,000,000              |
| Products and Completed Operations | \$1,000,000              |

Design-Builder shall ensure that all of its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier procure and maintain Commercial Liability Insurance with the following minimum limits of insurance:

|                   |             |
|-------------------|-------------|
| General Aggregate | \$1,000,000 |
| Each Occurrence   | \$1,000,000 |

Products and Completed operations coverage will be maintained for a period of three (3) year(s) from the date of termination of this Contract.

Business Auto Liability

The Design-Builder agrees to provide its full policy limits for commercial auto coverage, without restriction or reduction, on all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The Design-Builder shall not allow its coverage to drop below or become encumbered below the following minimum limits of insurance:

|   |             |
|---|-------------|
| Each Occurrence – Bodily Injury and<br>Property Damage Combined | \$1,000,000 |
|---|-------------|

Professional Liability

The Design-Builder agrees to provide its full policy limits for its professional liability exposures, without restriction or reduction. Such insurance will be maintained by the Design-Builder without interruption or amendment throughout the life of this Contract and for a period of three (3) year(s) following termination of the Contract. Any deductible, retention or self-insured amount must be approved in writing by the Owner. All policies shall be endorsed to include contractual liability. Coverage will include all work of the Design-Builder, and all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier that provide professional services, work, or advice as it relates to this agreement, including but not limited to areas with possible environmental impact, without any exclusions unless approved in writing by the Owner. The Design-Builder shall not allow its limits to drop below or become encumbered below the following minimum limits of insurance:

|                  |             |
|------------------|-------------|
| Each Occurrence  | \$5,000,000 |
| Annual Aggregate | \$5,000,000 |

Builders Risk Coverage

N/A

Environmental Impairment (Pollution) Liability

N/A

Utility and Railroad Protective Liability

To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement when work performed under this Contract is on or in the vicinity of utility-owned property or facilities the utility shall also be listed as an additional insured along with the Owner, members of the Owner's governing body, the Owner's officers, volunteers, agents and its employees and to the extent required by the Florida Department of Transportation Grant Agreement in the manner as described herein.

To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement if the work performed is on or in the vicinity of a railroad right-of-way, including any encroachments thereon from such work or operations, the entities and persons involved shall require, procure, and maintain Railroad Protective Liability Coverage. Such coverage shall be no more restrictive than that provided by the latest occurrence form edition of the Railroad Protective Liability Coverage (ISO Form CG 00 35) as filed for use in the State of Florida.

Design-Builder agrees to provide its full policy limits for any Utility or Railroad, without restriction or reduction, and shall require the same of all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier. The Design-Builder shall not allow its coverage or that of any of its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier required to have this coverage to drop below or become encumbered below \$2,000,000 combined single limit for bodily injury and/or property damage for each occurrence or have an annual aggregate of less than a \$6,000,000, inclusive of amounts provided by an umbrella or excess policy.

The coverage shall include the railroad and utility along with the Owner and State of Florida, Department of Transportation as additional insureds in the manner as described herein.



## CONTRACTUAL INSURANCE TERMS AND CONDITIONS

This Section incorporates the Owner's Standard Procedure S250.06 and establishes the insurance terms and conditions associated with contractual insurance requirements. This Section is applicable to all Design-Builders with Owner contracts, and to the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, includes every contractor, subcontractor, consultant, and subconsultant at each tier. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the Owner.

## INSURANCE COVERAGE:

## A. Procurement of Coverage:

With respect to each of the required coverages, the Design-Builder will, at the Design-Builder's expense, procure, maintain and keep in force the types and amounts of insurance conforming to the minimum requirements set forth in the applicable contract. In addition to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the Design-Builder shall further require that all contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier satisfy and meet all the requirements of the applicable Grant Agreement, including the terms and conditions of this Standard Procedure. Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies, companies with AM Best ratings lower than A-, or companies with a financial size category lower than VII must be submitted by the company to the Owner Director of Risk Management for approval prior to use. The Owner retains the right to approve or disapprove the use of any insurer, policy, risk pooling or self-insurance program.

## B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract, including but not limited to any warranty or limitation periods and for any period of extended coverage required in the contract. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in the contract.

## C. Reduction of Aggregate Limits:

If the general or aggregate limit for any policy is exhausted, the company, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, all of the Design-Builder's contractors, subcontractors, consultants, and sub-consultants at each tier, will immediately take all possible steps to have it reinstated. The commercial general liability policies and any excess or umbrella policies used to provide the required amount of insurance shall include a per project designated aggregate limit endorsement providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each insurance policy will be specifically endorsed to require the insurer to provide written notice to the Owner at least 30 days (or 10 days prior notice for non-payment of premium) prior to any cancellation, non-renewal or adverse change, initiated by the insurer, and applicable to any policy or coverage described in the contract or in this Standard Procedure. The endorsement will specify that such notice will be sent to:

Hillsborough County Aviation Authority  
Attn.: Chief Executive Officer  
Tampa International Airport  
Post Office Box 22287  
Tampa, Florida 33622

Additionally, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the workers' compensation, commercial general liability and railroad protective insurance of every contractor, subcontractor, consultant, and sub-consultant at each tier shall be specifically endorsed to require the insurer to provide the Florida Department of Transportation notice within 10 days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described in the contract or this Standard Procedure.

- D. No waiver by approval/disapproval:

The Owner accepts no responsibility for determining whether the company or any contractor, subcontractor, consultant, or sub-consultant at each tier is in full compliance with the insurance coverage required by the contract. The Owner's approval or failure to disapprove any policy, endorsement coverage, or Certificate of Insurance does not relieve or excuse the company of any obligation to procure and maintain the insurance required in the contract or in this Standard Procedure, nor does it serve as a waiver of any rights or defenses the Owner may have.

- E. Future Modifications – Changes in Circumstances:

1. Changes in Coverage and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Owner, circumstances merit a change in such coverage or minimum limits of insurance required by the contract, the Owner may change the coverage and the minimum limits of insurance required, and the Design-Builder will, within 60 days of receipt of written notice of a change in the coverage and/or the minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made by the Owner until at least two years after inception of the contract. Subsequent changes in the coverage or minimum limits of insurance required will not be made by the Owner until at least two years after any prior change by the Owner unless extreme conditions warrant such change and are agreeable to both parties. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier.

If, in the opinion of the Owner, compliance with the insurance requirements is not commercially practicable for the Design-Builder, contractors, subcontractors, suppliers, consultants or subconsultants at any tier, at the written request of the Design-Builder, the Owner may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the Design-Builder, contractors, subcontractors, suppliers, consultants, and sub-consultants at any tier. Any such modification will be subject to the prior written approval of the Owner's General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Owner's Premises

The Design-Builder and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the Design-Builder's contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier will not commence work, or use or occupy Owner's premises in connection with the contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Owner has been provided to the Owner, and the Owner has granted permission to the company to commence work or use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the Design-Builder will furnish the Owner with an ACORD Certificate of Liability Insurance (Certificate) reflecting the required coverage described in the contract and this Standard Procedure.

The Certificate must:

- a. Be signed by an authorized representative of the insurer. Upon request of the Authority, Design-Builder will furnish the Owner with any specific endorsements effecting coverage required by the contract. The endorsements are to be signed by a person authorized by insurer to bind the coverage on the insurer's behalf;
- b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and its employees are additional insureds for all policies described above other than workers' compensation employer's liability and professional liability (if required by Contract)";
- c. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, state that the Florida Department of Transportation is an additional insured for commercial general liability;
- d. Indicate that the insurers for all required policies shown on the Certificate have waived their subrogation rights against the Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and its employees;
- e. Indicate that the Certificate has been issued in connection with the contract;

- f. Indicate the amount of any deductible or self-insured retention applicable to all coverages;
- g. State that the deductible or self-insured retention is the responsibility of the Design-Builder; and
- h. Identify the name and address of the Certificate holder as:

Hillsborough County Aviation Authority  
Attn.: Chief Executive Officer  
Tampa International Airport  
Post Office Box 22287  
Tampa, Florida 33622;

If requested by the Owner, the Design-Builder will, within 15 days after receipt of written request from the Owner, provide the Owner, or make available for review, a certified complete copy of the policies of insurance. The Design-Builder may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The Design-Builder will provide the Owner with renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.

G. Deductibles, Self-Insurance, Alternative Risk or Insurance Programs:

1. All deductibles, as well as all self-insured retentions and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by the Owner's General Counsel and Executive Vice President of Legal Affairs or designee. The Design-Builder agrees to provide all documentation necessary for the Owner to review the deductible, self-insurance or alternative risk or insurance program.
2. The Design-Builder will pay on behalf of the Owner, members of the Owner's governing body, the Owner's officers, volunteers, agents and its employees and to the extent required by the Florida Department of Transportation Grant Agreement, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Owner, or any member of the Owner's governing body, or any officer, volunteer, agent, or employee of the Owner.
3. The contract by the Owner to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of Risk Management. If, at any time, the Owner deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by the Design-Builder should not be permitted, the Owner may, upon 60 days' written notice to the company, require the Design-Builder to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Owner.
4. Any deductible amount, self-insurance, or alternative risk or insurance program's retention will be included and clearly described on the Certificate prior to any approval by the Owner. This is to include fully insured programs as to a zero deductible per the

policy. Owner reserves the right to deny any Certificate not in compliance with this requirement.

5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Owner under sub-paragraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

H. Design-Builder's Insurance Primary:

The insurance required by the contract will apply on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Owner will be excess and will not contribute to the insurance provided by or on behalf of the Design-Builder.

To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the coverage afforded to the Florida Department of Transportation as an additional insured under the Commercial General Liability policy shall be primary coverage.

I. Incident Notification:

In accordance with the requirements of Standard Procedure S250.02, the Design-Builder will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant owned property or third party property.

J. Customer Claims, Issues, or Complaints:

In addition to complying with all terms outlined in Standard Procedure S250.02, all customer claims, issues, or complaints involving property damage or bodily injury related to the Design-Builder will be promptly handled, addressed and resolved by the Design-Builder.

The Design-Builder will track all customer claims, issues, or complaints involving property damage or bodily injury and their status on a Claims Log available for review, as needed, by Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Risk Management has the option to monitor all incidents, claims, issues or complaints where the Owner could be held liable for injury or damages.

K. Applicable Law:

With respect to any contract entered into by the Owner with a value exceeding \$10,000,000, if any required policy or program is: (i) issued to a policyholder outside of Florida or (ii) contains a "choice of law" or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy or program must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy or program in connection with claims arising out of work performed pursuant to the Contract. The Design-Builder will ensure that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier are contractually bound and remain in compliance with

this provision.

L. Waiver of Subrogation:

The Design-Builder, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the Contract, waives all rights against the Owner, members of the Owner's governing body and the Owner's officers, volunteers, agents and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees for damages or loss to the extent covered and paid for by any insurance maintained by the Design-Builder. The Design-Builder shall require all contractors, subcontractors, suppliers, consultants and subconsultants at each tier for themselves and their insurers, to the fullest extent permitted by law without voiding the insurance required by the Contract, to waive all rights against the Owner, members of the Owner's governing body and the Owner's officers, volunteers, agents and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees for damages or loss to the extent covered and paid for by any insurance maintained by the Design-Builder to the extent covered and paid for by any insurance maintained by the Design-Builder's contractors, subcontractors, suppliers, consultants and subconsultants at each tier. The Design-Builder shall further require that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier include the following in every contract and on each policy the following:

"Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability."

M. Design-Builder's Failure to Comply with Insurance Requirements:

1. Owner's Right to Procure Replacement Insurance

If, after the inception of this Contract, the Design-Builder or any of its contractors, subcontractors, suppliers, consultants, or subconsultants fails to fully comply with the insurance requirements of the Contract, in addition to and not in lieu of any other remedy available to the Owner provided by the Contract, the Owner may, at its sole discretion, procure and maintain on behalf of the Design-Builder, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Design-Builder

The entire cost of any insurance procured by the Owner pursuant to this Attachment will be paid by the Design-Builder. At the option of the Owner, the Design-Builder will either directly pay the entire cost of the insurance or immediately reimburse the Owner for any costs incurred by the Owner, including all premiums, fees, taxes, and 15% for the cost of administration.

a. Design-Builder to Remain Fully Liable

The Design-Builder agrees to remain fully liable for full compliance with the insurance requirements in the Contract and shall require the same of all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, the Design-Builder agrees to remain responsible and obligated to make the Owner whole as if the Design-Builder and all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier fully met the insurance requirements of the contract.

b. Owner's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Owner is solely for the Owner's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the Design-Builder or by any of its contractors, subcontractors, suppliers, consultants, or sub-consultants at each tier. Owner is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate or modify any such insurance which might be procured by the Owner pursuant to this Attachment.